

# **INVITATION FOR BIDS**

## **VILLAGES OF KAPOLEI - SEWER AND DRAINAGE SYSTEMS INSPECTIONS**

**Kapolei (Ewa), Oahu, Hawaii**

**HHFDC BID NO. 15-002-K85-S**

**JANUARY 2015**

**PREPARED BY:**

**Hawaii Housing Finance and Development Corporation  
State of Hawaii**

## **TABLE OF CONTENTS**

**Job No. 15-002-K85-S**

### **PART I - BIDDING AND CONTRACT REQUIREMENTS**

TABLE OF CONTENTS .....	TC-1 to TC-2
NOTICE TO BIDDERS.....	NTB-1
INSTRUCTIONS TO BIDDERS .....	I-1 to I-11
NOTICE OF INTENT.....	NOI-1
BIDDERS STATEMENT OF QUALIFICATIONS.....	1 to 26
MANDATORY SUBMITTALS.....	A-1 to A-2
FORM OF BID.....	P-1 to P-10
FORM NON-DEFAULT AFFIDAVIT .....	1
FORM NON-COLLUSIVE AFFIDAVIT .....	1 to 2
FORM NON-GRATUITY AFFIDAVIT .....	1
FORM OF CONTRACT.....	FC-1 to FC-8
SPECIAL CONDITIONS .....	1 to 3
103D GENERAL CONDITIONS .....	1 to 16

### **PART II - GENERAL REQUIREMENTS**

GR 1.01 – GENERAL DESCRIPTION OF THE WORK  
GR 1.02 – DESCRIPTION OF WORK AREAS  
GR 1.03 – WORK COVERED BY THE CONTRACT DOCUMENTS  
GR 1.04 – GENERAL INSPECTION REQUIREMENTS  
GR 1.05 – TIME OF COMPLETION  
GR 1.06 – CONTINGENCY  
PROJECT MAPS

### **PART III - TECHNICAL SPECIFICATIONS**

1 - ACCESS TO PROPERTY  
2 – CATCH BASIN AND MANHOLE INSPECTIONS  
3 – ENVIRONMENTAL POLLUTION CONTROL  
4 – MAINTAINING THE EXISTING WASTEWATER SYSTEM  
5 – QUALIFICATION OF BIDDERS  
6 – SEWER LINE, DRAIN LINE, CATCH BASIN AND MANHOLE CLEANING  
7 – TELEVISION INSPECTION  
8 – TRAFFIC CONTROL  
9 – WORK IN STREETS AND ROADWAYS

### **PART IV - APPENDIX**

- HAWAII STATE HOLIDAYS
- ESTIMATE FOR CHANGE ORDER
- FIELD ORDER

- SUPPLEMENTAL CONTRACT FORM
- PAYMENT PROGRESS SCHEDULE "BREAKDOWN"
- CONTRACTOR'S CERTIFICATION OF PAYMENT
- CERTIFICATE OF COMPLIANCE FOR FINAL PAYMENT

END OF SECTION

**NOTICE TO BIDDERS**  
**(Chapter 103D, HRS)**

SEALED BIDS for THE VILLAGES OF KAPOLEI – SEWER AND DRAINAGE SYSTEMS INSPECTIONS, JOB NO. 15-002-K85-S will be received at HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION (HHFDC), 677 Queen Street, Suite 300, Honolulu, Hawaii 96813 up to 2:00 p.m., **March 5, 2015** at which time all bids received will be publicly opened and read aloud.

Bidding documents may be examined or obtained at the Development Branch, at the above address. A CASHIER'S CHECK payable to HHFDC or cash for ten dollars (\$10.00) per set is required. Payments are non-refundable. The scope of services involves CCTV video inspection of the Villages of Kapolei Sewer and Drainage Systems as outlined in the Technical Specifications.

NOTICE OF INTENT TO BID and Bidders Statement of Qualifications must be received by the HHFDC at 677 Queen Street, Honolulu, Hawaii no later than 2:00 p.m. on **February 23, 2015**, the tenth (10<sup>th</sup>) calendar day prior to the date designated for the opening of bids. Forms are included in the bidding documents and are available at the above address. The Notice of Intent to Bid may be filed by fax at (808-587-0600). No Contractor "C" license is required for this work, but the Contractor must possess a State of Hawaii General Excise Tax License to be eligible to bid.

Bidders shall comply with all requirements of the bidding documents. Written questions may be directed to Mr. Leo Domingo, Project Coordinator, at the above address or FAX number above up to ten (10) calendar days prior to bid opening. No questions will be considered after this time.

All bids shall include the State of Hawaii General Excise Tax of 4.712%. Bid security for the contemplated services under this solicitation is not required.

The HHFDC may reject any and all bids and may waive any bid defects whenever the HHFDC deems such action is in the best interest of HHFDC. The determination of the lowest responsive and responsible bidder will be made by HHFDC in its sole discretion.

A pre-bid conference will be held at HHFDC's office on February 18, 2015 at 10:00 a.m. Attendance at the pre-bid conference is not mandatory. A pre-bid site meeting will not be conducted, but interested Bidders are encouraged to visit the various roadways and areas in which CCTV video inspection shall be performed, to familiarize themselves with existing conditions and the extent of services required as stated in the scope of services.

Persons requiring special needs/auxiliary aids (e.g. sign language, large print or other media) for this Invitation For Bids may contact Leo Domingo, Project Coordinator, at (808) 587-3170.

HAWAII HOUSING FINANCE AND DEVELOPMENT  
CORPORATION

Date 1/15/2015

  
Craig K. Hira  
Executive Director

*Honolulu Star-Advertiser*  
Issue of January 28, 2015

## INSTRUCTIONS TO BIDDERS

Contractor shall comply with all requirements set forth in the Invitation For Bids ("IFB"), including the Instructions to Bidders, Specifications, Special Conditions, General Conditions, and all related attachments and exhibits therein (hereinafter "Bid Documents"). The Bid Documents shall be incorporated by reference and made a part of the Contract for Goods and Services based on Competitive Sealed Bids (hereinafter "Contract") upon award to the lowest responsive, responsible Bidder.

### 1.0 SOLICITATION SCHEDULE

The schedule provided below is tentative and subject to change at the discretion of HHFDC.

Date IFB Advertised	January 28, 2015
Deadline for Notice of Intent to Bid	February 23, 2015, 2:00 p.m.
Deadline for Questions or Clarifications	February 23, 2015
Date of HHFDC Response to Questions or Clarifications	March 2, 2015
<b>Bids Due and Opened</b>	<b>March 5, 2015, 2:00 p.m.</b>
Estimated Contract Award Date	To be Determined
Estimated Contract Start Date	To be Determined

### 2.0 BID REQUIREMENTS

- 2.1 Bidder shall complete, sign, and submit the forms and items listed below. All forms shall be submitted to HHFDC on or before the Bids Due and Opened date in Section 1.0 above, as amended by any addenda to the IFB. **Award shall not be made to any bidder failing to meet this requirement.**
- 2.2 **Notice of Intent to Bid.** Form shall be submitted to HHFDC no later than 2:00 p.m., February 23, 2015.
- 2.3 **Bidder's Statement of Qualifications.** Bidder shall complete, sign and submit completed form of Bidder's Statement of Qualifications, using bidder's exact legal name as registered with the DCCA, as applicable. By submitting a completed Bidder's Statement of Qualifications, bidder attests as follows:
  - 2.3.1 Bidder's authorized signature shall be an original signature in ink provided by an authorized signor. If unsigned, the bid will be automatically rejected unless accompanied by other material, containing an original signature, indicating the Bidder's intent to be bound. Original forms with original signatures shall be submitted to HHFDC together with the signed contract, if required.
  - 2.3.2 Bidder is registered and/or licensed to do business in the State of Hawaii and will pay such taxes on all sales made to the State of Hawaii.

- 2.3.3 The information provided is accurate to the best of bidder's knowledge and the contracting office is authorized to contact references, including any not listed in the bid, and confirm the stated information.
- 2.3.4 Failure to complete and provide all information requested on the form of Bidder's Statement of Qualifications may result in automatic bid rejection.
- 2.4 **Form of Bid.** The Form of Bid ("Bid Form") is specific to the job and included with the bid documents. Bid prices shall include costs for all labor, equipment, materials, applicable taxes and any other expenses incurred to provide the work as described in the attached Specifications. All bids shall include the State General Excise Tax. All bids shall be accompanied by all necessary additional forms specified in the Bid Form.
- 2.5 **Wage Rate Certification.** Bidder shall comply with the provisions of Section 103-55, HRS, and shall indicate its acceptance to comply with the section by reviewing and signing the form included in the Bid Form. The information provided shall indicate bidder has included the applicable wage rates into the bid to compensate employees for work performed under the awarded contract.

### 3.0 BIDDER QUALIFICATION

- 3.1 License. Bidder must possess and have a current and valid General Excise tax (GET) license and appropriate contractor's license from the State of Hawaii, Department of Commerce and Consumer Affairs (DCCA), as indicated on the Bid Form. Award shall not be made to any Bidder failing to meet this qualification requirement.
- 3.1.1 Performance Capability. Bidders must be capable of performing the work for which bids are invited, and must be capable of entering into a public contract of \$25,000 (twenty five thousand dollars) or more.
- 3.1.2 Disqualification. Any person, firm or corporation where (1) the person, firm, or corporation, or (2) a corporation owned substantially by the person, firm, or corporation, or (3) a substantial stockholder or an officer of the corporation, or (4) a partner or substantial investor in the firm is in arrears in any payment owed to the State of Hawaii or any of its political subdivisions or is in default of any obligation to the State of Hawaii or to all or to any of its political subdivisions, including default as a surety or failure to perform faithfully and diligently on any previous contract with the HHFDC, may be disqualified.
- 3.2 Permanent Office Location. Bidder shall have a permanent office location from where he/she conducts business and where he/she will be accessible to telephone calls regarding this contract. An answering service is acceptable provided a response is made within two (2) hours of the initial call from the HHFDC contract administrator.

**3.3 Equipment and Personnel.** Bidder shall have adequate equipment and number of employees to perform and complete the work specified herein within the period specified.

**3.4 Responsibility of Bidder**

**3.4.1** Pursuant to Chapter 103D-310(b), HRS, whether or not an intention to bid is required, the procurement officer shall determine whether the prospective bidder has the financial ability, resources, skills, capability, and business integrity necessary to perform the work.

**3.4.1.1** Bidder must be capable of performing the work for which bids are invited.

**3.4.1.2** If the procurement officer requires additional information, the bidder or prospective bidder may be required to provide follow-up information requested by HHFDC.

**3.4.1.2.1** The requested information shall be furnished upon request within two working days or longer, as determined by the procurement officer.

**3.4.1.2.2** Failure to furnish the requested information within the time allowed may be grounds for determination of non-responsibility.

**3.4.1.3** Whenever it appears that the prospective bidder is not fully qualified and able to perform the intended work, a written determination of non-responsibility of a bidder shall be made by the head of the purchasing agency.

**3.4.2** Bidder is advised that if notified of an intent to award a contract for a job, bidder shall furnish proof of compliance with the requirements of Chapter 103D-310(c), HRS, no later than 10-days from date of notice of intent to award.

**4.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

**4.1** It is the responsibility of each Bidder before submitting a bid:

**4.1.1** To examine thoroughly the Contract documents and other related data identified in the Bid Documents.

**4.1.2** To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

- 4.1.3 To consider federal, state and local Laws, and Regulations that may affect cost, progress, performance or furnishing of the Work.
- 4.1.4 To study and carefully correlate Bidder's knowledge and observations with the Contract documents and such other related data.
- 4.1.5 To promptly notify HHFDC of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract documents and other such related documents.

## **5.0 PRE-BID CONFERENCE**

- 5.1 A pre-bid conference will be held at HHFDC's office on February 18, 2015 at 10:00 a.m. Attendance at the pre-bid conference is not mandatory.

## **6.0 INTERPRETATIONS AND ADDENDA**

- 6.1 All questions about the meaning or intent of the Bid Documents are to be submitted to the IFB Contact. Interpretations or clarifications considered necessary by HHFDC in response to such questions will be issued by written Addenda to the IFB. Questions received after the Bid Due date will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.2 Addenda may also be issued to modify the Bid Documents as deemed advisable by HHFDC.

## **7.0 PREPARATION OF BID**

- 7.1 **Bid Due Date.** All bids shall be received no later than the date and time indicated in the Notice to Bidders, as amended by any addenda to this IFB. **Late bids shall not be considered.**
- 7.2 The Bidder's bid shall be submitted on the bid form furnished by the HHFDC. The bid must be prepared in full accordance with the instructions thereon. The Bidder must state, both in words and numerals, the lump sum price or total sum bid at which the work contemplated is proposed to be done. These prices must be written in ink or typed. In case of a discrepancy between the prices written in words and those written in figures, the words shall govern over the figures. The Bidder shall sign the bid in the spaces provided with ink. By submitting a bid, the Bidder adopts the language of the bid as its own.
- 7.3 If the bid is made by an individual, the person's name and post office address must be shown in the space provided. If made by a partnership the name and post office address of each member of the partnership must be shown and the bid signed by all partners or evidence in the form of a partnership agreement must be submitted



showing the authority of the partner to enter, on behalf of said partnership, into contract with the HHFDC. If made by a corporation the bid must show the name, title and business address of the president, secretary and treasurer and also evidence in the form of a corporate resolution must be submitted showing the authority of the particular corporate representative to enter on behalf of said corporation into contract with the HHFDC. If made by a joint-venture the name and post office address of each member of the individual firm, partnership or corporation comprising the joint-venture must be shown with other pertinent information required of individuals, partnerships or corporations as the case may be. The bid must be signed by all parties to the joint-venture or evidence in the form of a Joint-Venture Agreement must be submitted showing the authority of the joint-venture's representative to enter on behalf of said joint-venture into contract with the HHFDC.

## **8.0 SUBMISSION OF BID**

**8.1 Bid Due Date.** All bids shall be received no later than the date and time indicated in Section 1.0, as amended by any addenda to this IFB. **Late bids shall not be considered.**

**8.2 Delivery of Bids.** The entire bid shall be placed in a sealed envelope no smaller than 9-1/2" x 12" so marked as to indicate the identity of the project, the project number, the date of bid opening and the name and address of the Bidder and then delivered as indicated in the Notice to Bidders. Bids which do not comply with this requirement may not be considered. Bids will be received up to the time fixed in the public notice for opening of bids and must be in the hands of the official by the time indicated. The words "SEALED BID" must be clearly written or typed on the face of the sealed envelope containing the bid.

**8.3 Certification of Independent Cost Determination.** By submitting a bid and applicable bid documents, bidder certifies as follows:

8.3.1 The costs in the bid have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.

8.3.2 Unless otherwise required by law, the cost which has been quoted on the prescribed Bid Form for the respective job has not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.

8.3.3 No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

8.3.4 The job site contemplated and all bid documents or items referenced therein including contract forms were carefully examined and shall be considered a warranty that bidder has made such examination and is

informed of the conditions to be encountered in performing the work and of the requirements of the contract documents and any documents and items referenced therein.

## **9.0 MODIFICATION AND WITHDRAWAL OF BIDS**

- 9.1 Pre-opening modification or withdrawal of offer. Bids may be modified or withdrawn prior to the established due date by the following documents.

### **9.1.1 Modification of bids**

- 9.1.1.1 A signed, written notice received in the office designated in the solicitation, accompanied by a duly executed certificate of resolution for corporations, partnerships and joint-ventures, stating that a modification to the bid is submitted; and
- 9.1.1.2 The actual modification sealed securely in a separate envelope or container, accompanying the written notice; or
- 9.1.1.3 A facsimile or electronic notice accompanying the actual modification submitted either by facsimile machine, electronic mail, or an electronic procurement system pursuant to section 3-122-9, HAR, to HHFDC; provided that Bidder submits the actual written notice and modification within two working days of receipt of the facsimile or the electronic transmittal.

### **9.1.2 Withdrawal of bids**

- 9.1.2.1 A signed, written notice received in the office designated in the solicitation; or
- 9.1.2.2 A signed, written notice by facsimile machine or other electronic method pursuant to section 3-122-9, HAR, to the office designated in the solicitation.

- 9.2 Late withdrawal or modification. A late withdrawal or modification will not be accepted unless such withdrawal or modification is made in accordance with section 3-122-31, HAR, Mistakes in bids.

## **10.0 GENERAL EXCISE TAX**

- 10.1 All bids shall include the applicable State General Excise Tax.

## **11.0 CONFIDENTIAL INFORMATION**

- 11.1 If a person believes that any portion of a bid, proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Executive Director should be so advised in writing and provided with justification to support the confidentiality claim. Price is not considered confidential and will not be withheld.
- 11.2 A Bidder shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the bid, be clearly marked, and shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the bid.
- 11.3 Pursuant to section 3-122-58, HAR, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with Chapter 92F, HRS. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with section 92F-42(12), HRS.

## **12.0 CANCELLATION OF BID PROCESS**

- 12.1 The IFB may be canceled, or any or all bids may be rejected, in whole or in part, when it is in the best interests of HHFDC, as provided in section 3-122-95, HAR through section 3-122-97, HAR.

## **13.0 OPENING OF BIDS**

- 13.1 Bids will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders, their authorized agents and other interested parties are invited to be present.

## **14.0 DISQUALIFICATION OF BIDDERS**

- 14.1 Any one or more of the following causes will be considered as sufficient for the disqualification of a Bidder and the rejection of its bid or bids:
  - 14.1.1 Non-compliance with Bidder's Statement of Qualification;
  - 14.1.2 Evidence of collusion among Bidders;
  - 14.1.3 Lack of responsibility and cooperation as shown by past work such as failing to complete all of the requirements to close the project within a reasonable time or engaging in a pattern of unreasonable or frivolous

claims for extra compensation;

14.1.4 Being in arrears on existing contracts with the State of Hawaii, or having defaulted on a previous contract with the State of Hawaii;

14.1.5 Lack of proper equipment and/or sufficient experience to perform the work contemplated, as revealed by the Bidder's Statement of Qualification;

14.1.6 More than one bid for the same work from an individual, firm, partnership, corporation or joint venture under the same or different name;

14.1.7 Delivery of bids after the deadline specified in the advertisement calling for bids;

14.1.8 Failure to pay, or satisfactorily settle, all bills overdue for labor and materials of former contracts in force at the time of issuance of bid forms; and/or

14.1.9 Debarment or suspension pursuant to the provisions of Chapters 103D, 104 and 444, Hawaii Revised Statutes, as amended.

## **15.0 PROTESTS**

15.1 Protests shall be adjudicated in accordance with section 103D-701 and 103D-709, HRS and as amended.

15.2 No protest based upon the contents of the solicitation shall be considered unless it is submitted in writing to the Executive Director, prior to the date set for the receipt of bids.

15.3 A protest of an award or bid award pursuant to section 103D-302, HRS, shall be submitted in writing to the Executive Director, within five (5) working days after the posting of the award of the Contract.

15.4 When a protest is sustained and the protestor should have been awarded the contract under the solicitation but is not, then the exclusive remedy for such protestor shall be the recovery of the reasonable actual costs of preparing the bid, but not attorney's fees.

## **16.0 EVALUATION OF BIDS**

16.1 Consideration of Bids; Cancellation. After the bids are opened and read, the results shall be made public. In the event of a tie bid, the low Bidder shall be determined by lot. In the comparison of bids, words written in the bids will govern over figures and unit prices will govern over totals. Until the award of the Contract, the HHFDC may cancel the solicitation, reject any and all bids in whole or part and may waive any defects or technicalities whenever such action is

deemed to be in the best interest of the HHFDC.

16.2 Non-Responsive bids. Bids will be considered non-responsive and may be rejected for the following reasons:

16.2.1 If the bid is unsigned.

16.2.2 If the bid is on a form other than that furnished by the HHFDC; or if the form is altered or any part thereof detached.

16.2.3 If the bid shows any non-compliance with applicable law, alteration of form, additions not called for, conditional bids, incomplete bids, non-initialed erasures, other defects, or if the prices are obviously unbalanced.

16.2.4 If the Bidder adds any provisions reserving the right to accept or reject an award.

16.2.5 If the Bidder adds any provisions reserving the right to enter into a contract pursuant to an award.

16.2.6 When a bid is signed by an officer or officers of a corporation and a currently certified corporate resolution authorizing such signer(s) to submit such bid is not submitted with the bid or when the bid is signed by an agent other than the officer or officers of a corporation or a member of a partnership and a power of attorney is not submitted with the bid.

16.3 Correction of Bids and Withdrawal of Bids (section 3-122-31, HAR).  
Correction to bids after bid openings but prior to award may be made under the following conditions:

16.3.1 If the mistake is attributable to an arithmetical error, the Executive Director shall so correct the mistake. In case of error in extension of bid price, the unit price shall govern.

16.3.2 If the mistake is a minor informality which shall not affect price, quantity, quality, delivery, or contractual conditions, the Bidder shall request correction by submitting proof of evidentiary value which demonstrates that a mistake was made. The Executive Director shall prepare a written approval or denial in response to this request. Examples of such mistakes include:

16.3.2.1 Typographical errors;

16.3.2.2 Transposition errors;

16.3.2.3 Failure of a Bidder to sign the bid, but only if the unsigned bid is accompanied by other material indicating the Bidder's intent to be bound.

16.3.3 For reasons not allowable under 1) and 2) above when the Executive Director determines that the correction or waiver of an obvious mistake is in the best interest of the HHFDC or is warranted for the fair treatment of other bidders.

16.4 Withdrawal of bids after bid opening but prior to award may be made when the bid contains a mistake attributable to an obvious error which affects price, quantity, quality, delivery, or contractual conditions, and the Bidder requests withdrawal by submitting proof of evidentiary value which demonstrates that a mistake was made. The Executive Director shall prepare a written approval or denial in response to this request.

16.5 Correction or withdrawal of bids after award is not permissible except in response to a written withdrawal or correction request by the Contractor, and the Executive Director makes a written determination that the HHFDC's procurement practices and policies would not be materially affected by such correction or withdrawal.

## **17.0 AWARD OF CONTRACT**

17.1 Award, if made, shall be based on a total sum bid amount to the lowest responsive, responsible bidder(s) meeting the minimum qualifications set forth herein, and subject to availability of funds.

17.2 The award of Contract, if it be awarded, will be made after all necessary investigations are made. The successful Bidder will be notified, by letter mailed to the address shown on the bid, that its bid has been accepted and that it has been awarded the Contract.

17.3 The Contract will be drawn on the forms furnished by the Executive Director. The Contract will not be binding on the HHFDC until all required signatures have been affixed thereto and written certification that funds are available for the work has been made.

17.4 If the Contract is not awarded within the one hundred twenty (120) days of the opening of bids, the HHFDC may request the successful Bidder to extend the time for the acceptance of its bid. The Bidder may reject such a request without penalty; and in such case, the HHFDC may at its sole discretion make a similar offer to the next lowest responsive and responsible Bidder and so on until a bid is duly accepted or until the HHFDC elects to stop making such requests.

17.5 No contract will be awarded to any person or firm suspended or debarred under the provisions of Chapters 103D, 104 and Chapter 444, Hawaii Revised Statutes as amended.

17.6 Refer to 103D General Conditions, Special Conditions and Technical Specifications for contract and compliance requirements.

## **18.0 CANCELLATION OF AWARD**

- 18.1 The HHFDC reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties. The exclusive remedy to the awardee for such cancellation shall be payment of the reasonable bid preparation costs and the reimbursement of any direct expenses incurred as directed in the Notice of Award. Such cancellation will not incur any liability by the HHFDC to any other Bidder.

## **19.0 CONTRACT TERM**

- 19.1 The Contract shall be for a period of 180 calendar days from the start date of the Contract. The official start date of the Contract shall be the commencement date specified on the Notice to Proceed issued by the HHFDC.
- 19.2 Unless terminated, the Contract may be extended, at HHFDC's sole discretion, for not more than 180 calendar days thereof until the job is completed, without the necessity of rebidding upon mutual agreement in writing prior to expiration, provided that the contract price for the extended periods shall remain the same or lower than the initial bid price or as adjusted in accordance with the price adjustment provision and/or by HHFDC initiated contract modifications.

## **20.0 MANDATORY SUBMITTALS**

- 20.1 Items specified in the Mandatory Submittals section are required to be submitted by prospective bidders at some point during the solicitation and contract period. Bid submittal requirements must be followed and failure to submit all required documentation may result in bid disqualification.
- 20.2 The successful bidder will be required to submit all required documentation in the Mandatory Submittals section upon entering into a Contract with HHFDC.

## **21.0 SPECIAL LEGAL REQUIREMENTS**

- 21.1 Nondiscrimination - No person performing work under the Contract, including any subcontractor, employee, or agent of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

**END OF INSTRUCTIONS TO BIDDERS**

# CONTRACTOR'S/VENDOR'S NOTICE OF INTENT TO BID

Date: \_\_\_\_\_

Executive Director  
Hawaii Housing Finance and Development Corporation  
677 Queen Street, Suite 300  
Honolulu, Hawaii 96813

Attention:

Gentlemen:

In accordance with the provisions of Section 103D-310, Hawaii Revised Statutes and Hawaii  
Administrative Rules 3-122-108, it is the intent of the undersigned to bid on

HHFDC Job No. 15-002-K85-S, Villages of Kapolei – Sewer and Drainage  
Systems Inspections

for which bids will be opened at 2:00 p.m. on March 5, 2015.

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Contractor's License No.)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Hawaii General Excise Tax No.)

\_\_\_\_\_  
(City, State) (Zip Code)

\_\_\_\_\_  
(Telephone/Fax No.)

Sincerely yours,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date \_\_\_\_\_

Gentlemen:

The Hawaii Housing Finance and Development Corporation acknowledges your Notice of Intent  
to Bid on HHFDC Job No. 15-002-K85-S this date.

Sincerely yours,

\_\_\_\_\_  
Executive Director



**VILLAGES OF KAPOLEI – SEWER AND DRAINAGE SYSTEMS INSPECTIONS  
JOB NO. 15-002-K85-S**

**BIDDER'S STATEMENT OF QUALIFICATION**

Failure to fully complete, and have notarized, this BIDDER'S STATEMENT OF QUALIFICATION and to submit it to HHFDC will be sufficient cause for HHFDC to disqualify a prospective bidder. It is the Bidder's responsibility to ensure that the completed and notarized STATEMENT is received by HHFDC no later than 2:00 p.m. Hawaii Standard Time on February 23, 2015.

The bidders must demonstrate prior work force experience in National Association of Sewer Service Companies (NASSCO), Pipeline Assessment and Certification Program (PACP), certified Closed-Circuit Television Inspection (CCTV INSPECTION) for main line sewer, drain and box culvert work satisfying the minimum requirements of TECHNICAL SPECIFICATIONS Section 5, "Qualification of Bidders." Bidders who, in the sole discretion of HHFDC, do not meet such minimum requirements shall be deemed non-responsive and their bids rejected.

Full and complete replies to the inquiries are required. Attach additional sheets as necessary.

Completed STATEMENTS shall be hand carried, mailed or faxed to:

**Executive Director  
Hawaii Housing Finance and Development Corporation (HHFDC)  
677 Queen Street, Suite 300  
Honolulu, Hawaii 96813**

**Fax Number: (808) 587-3170**

**Print or Type All Information**

**A. GENERAL BIDDER INFORMATION**

Bidder's Name and Mailing Address:

---

---

---

Bidder's Street Address (if different than above):

---

---

---

Name of Contact Person: \_\_\_\_\_

Bidder's Telephone Number: (      ) \_\_\_\_\_

Bidder's Fax Number: (      ) \_\_\_\_\_

**B. INFORMATION ON SUBCONTRACTOR PERFORMING PACP CCTV INSPECTION WORK**

(Section B to be completed only if work not being performed by Bidder's own work force)

Name of Subcontractor: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: (      ) \_\_\_\_\_

Fax Number: (      ) \_\_\_\_\_

**C. GENERAL QUALIFICATION REQUIREMENTS**

A bid will be rejected if the bidder cannot meet the minimum Contractor/Subcontractor Company requirements to be deemed "qualified" by HHFDC.

A bid will be rejected if the bidder cannot provide for the Project a minimum work force whose members have been deemed "qualified" by HHFDC.

The minimum work force required for the PACP CCTV INSPECTION main line work, for which each member performing the work must be deemed "qualified" by HHFDC, shall include one PACP CCTV INSPECTION WORK SUPERVISOR and one PACP CCTV INSPECTION WORK CREW MEMBER. Each member performing the work as part of the Contractor's PACP CCTV INSPECTION work force must be National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) certified and experienced and under the Contractor's, or his subcontractor's, employment at the time of bid opening.

Prospective bidders are permitted to name more than 1 person in this STATEMENT for each position requiring qualifying experience. Attach additional sheets as necessary.

D. QUALIFICATION REQUIREMENTS

All PACP CCTV INSPECTION work shall be performed by an experienced Contracting or Subcontracting Company having a minimum of 3 years of experience in sewer, drain and box culvert inspections.

1. **CONTRACTOR PACP CCTV INSPECTION PRE-QUALIFICATIONS (SEWER)** The Contractor shall have successfully completed at least 5 PACP CCTV SEWER inspection projects each of 10,000 linear feet or more. Of each qualifying project, a cumulative 5,000 linear feet of PACP inspected sewer pipe must be diameters of 8 inches or greater as specified in TECHNICAL SPECIFICATIONS Section 5, "Qualification of Bidders."

List the Company's 5 Qualifying Projects Below:

a) **PROJECT #1:** \_\_\_\_\_

Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Employer Telephone Number: (     ) \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Was Project Completed on Time? \_\_\_\_\_

IF NO: Reason for Delay \_\_\_\_\_

\_\_\_\_\_

Owner: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: (     ) \_\_\_\_\_

Total Length of PACP CCTV INSPECTION Under Project (lf)

(Complete Table A provided at the end of Section D.)

Pipe Diameter (s) (in) and Corresponding Lengths (lf) per Diameter  
(Complete Table A provided at the end of Section D.)

b) **PROJECT #2:** \_\_\_\_\_

Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Employer Telephone Number: (\_\_\_\_) \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Was Project Completed on Time? \_\_\_\_\_

IF NO: Reason for Delay \_\_\_\_\_

Owner:

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Total Length of PACP CCTV INSPECTION Under Project (lf)

(Complete Table A provided at the end of Section D.)

Pipe Diameter (s) (in) and Corresponding Lengths (lf) per Diameter

(Complete Table A provided at the end of Section D.)

c) **PROJECT #3:** \_\_\_\_\_

Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Employer Telephone Number: (\_\_\_\_) \_\_\_\_\_  
Project Start Date: \_\_\_\_\_  
Project Completion Date: \_\_\_\_\_  
Was Project Completed on Time? \_\_\_\_\_  
IF NO: Reason for Delay \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner:

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_\_

Total Length of PACP CCTV INSPECTION Under Project (lf)  
(Complete Table A provided at the end of Section D.) \_\_\_\_\_

Pipe Diameter (s) (in) and Corresponding Lengths (lf) per Diameter  
(Complete Table A provided at the end of Section D.) \_\_\_\_\_

d) **PROJECT #4:** \_\_\_\_\_

Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Employer Telephone Number: (\_\_\_\_) \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Was Project Completed on Time? \_\_\_\_\_

IF NO: Reason for Delay \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner:

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: (      ) \_\_\_\_\_

Total Length of PACP CCTV INSPECTION Under Project (lf)  
(Complete Table A provided at the end of Section D.) \_\_\_\_\_

Pipe Diameter (s) (in) and Corresponding Lengths (lf) per Diameter  
(Complete Table A provided at the end of Section D.) \_\_\_\_\_

e) **PROJECT #5:** \_\_\_\_\_

Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Employer Telephone Number: (      ) \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Was Project Completed on Time? \_\_\_\_\_

IF NO: Reason for Delay \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner:

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Total Length of PACP CCTV INSPECTION Under Project (lf)

(Complete Table A provided at the end of Section D.)

Pipe Diameter (s) (in) and Corresponding Lengths (lf) per Diameter

(Complete Table A provided at the end of Section D.)

2. **CONTRACTOR PACP CCTV INSPECTION PRE-QUALIFICATIONS (DRAIN)** The Contractor shall have successfully completed at least 3 PACP CCTV DRAIN inspection projects each of 1,000 linear feet or more as specified in TECHNICAL SPECIFICATIONS Section 5, "Qualification of Bidders."

List the Company's 3 Qualifying Projects Below:

a) **PROJECT #1:** \_\_\_\_\_

Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Employer Telephone Number: (\_\_\_\_) \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Was Project Completed on Time? \_\_\_\_\_

IF NO: Reason for Delay \_\_\_\_\_

\_\_\_\_\_

Owner:

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: ( )

Total Length of PACP CCTV INSPECTION Under Project (lf)

(Complete Table B provided at the end of Section D.)

b) **PROJECT #2:**

Employer:

Employer Address:

Contact Person:

Employer Telephone Number: ( )

Project Start Date:

Project Completion Date:

Was Project Completed on Time?

IF NO: Reason for Delay

Owner:

Address:

Contact Person:

Telephone Number: ( )

Total Length of PACP CCTV INSPECTION Under Project (lf)

(Complete Table B provided at the end of Section D.)

c) **PROJECT #3:**

Employer:

Employer Address:

Contact Person:



Employer Telephone Number: (      ) \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Was Project Completed on Time? \_\_\_\_\_

IF NO: Reason for Delay \_\_\_\_\_

Owner:

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: (      ) \_\_\_\_\_

Total Length of PACP CCTV INSPECTION Under Project (lf)

(Complete Table B provided at the end of Section D.)

3. All PACP CCTV INSPECTION work shall be performed by an experienced Contractor's or Subcontractor's work force. The PACP CCTV INSPECTION work force shall include, but not be limited to, one work supervisor and one work crew member (other than the supervisor) who will be involved in the actual PACP CCTV INSPECTION operations.

- A) **WORK SUPERVISOR PACP CCTV INSPECTION PRE-QUALIFICATIONS (SEWER)** – The work supervisor shall have direct supervisory experience while PACP certified on at least 3 successfully completed PACP CCTV SEWER INSPECTION projects, for which his/her direct supervisory experience is of at least 3,000 linear feet each, of which a cumulative 2,000 linear feet of pipe diameter inspected was 8 inches or greater as specified in TECHNICAL SPECIFICATIONS Section 5, "Qualification of Bidders."

Name of PACP CCTV INSPECTION Work Supervisor:

NASSCO PACP Certification Number: \_\_\_\_\_

List Supervisor's 3 Qualifying Projects Below:

a) **PROJECT #1:** \_\_\_\_\_

Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Employer Telephone Number: (      ) \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Owner:

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: (      ) \_\_\_\_\_

Total Length of PACP CCTV INSPECTION Under Project (lf)

(Complete Table C provided at the end of Section D.)

Total Length of PACP CCTV INSPECTION Under Project that  
Supervisor directly performed in Qualifying Supervisory Position (lf)

(Complete Table C provided at the end of Section D.)

Total Length of Diameter Pipe, 8 inches or greater, PACP CCTV  
INSPECTION that Supervisor directly performed in Qualifying  
Supervisory Position (lf)

(Complete Table C provided at the end of Section D.)

b) **PROJECT #2:** \_\_\_\_\_

Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Employer Telephone Number: (      ) \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Owner:

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: (      ) \_\_\_\_\_

Total Length of PACP CCTV INSPETION Under Project (lf)

(Complete Table C provided at the end of Section D.)

Total Length of PACP CCTV INSPECTION Under Project that  
Supervisor directly performed in Qualifying Supervisory Position (lf)

(Complete Table C provided at the end of Section D.)

Total Length of Diameter Pipe, 8 inches or greater, PACP CCTV  
INSPECTION that Supervisor directly performed in Qualifying  
Supervisory Position (lf)

(Complete Table C provided at the end of Section D.)

c) **PROJECT #3:** \_\_\_\_\_

Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Employer Telephone Number: (      ) \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Owner:

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: (      ) \_\_\_\_\_

Total Length of PACP CCTV INSPETION Under Project (lf)

(Complete Table C provided at the end of Section D.)

Total Length of PACP CCTV INSPECTION Under Project that Supervisor directly performed in Qualifying Supervisory Position (lf)  
(Complete Table C provided at the end of Section D.)

Total Length of Diameter Pipe, 8 inches or greater, PACP CCTV INSPECTION that Supervisor directly performed in Qualifying Supervisory Position (lf)  
(Complete Table C provided at the end of Section D.)

- B) **WORK SUPERVISOR PACP CCTV INSPECTION PRE-QUALIFICATIONS (DRAIN)** – The work supervisor shall have direct supervisory experience while PACP certified on at least 2 successfully completed PACP CCTV DRAIN INSPECTION projects, for which his/her direct supervisory experience is of at least 500 linear feet each as specified in TECHNICAL SPECIFICATIONS Section 5, “Qualification of Bidders.”

Name of PACP CCTV INSPECTION Work Supervisor:

NASSCO PACP Certification Number: \_\_\_\_\_

List Supervisor’s 2 Qualifying Projects Below:

a) **PROJECT #1:** \_\_\_\_\_

Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Employer Telephone Number: (      ) \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Owner:

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: (      ) \_\_\_\_\_

Total Length of PACP CCTV INSPECTION Under Project (lf)  
(Complete Table D provided at the end of Section D.)

Total Length of PACP CCTV INSPECTION Under Project that  
Supervisor directly performed in Qualifying Supervisory Position (lf)  
(Complete Table D provided at the end of Section D.)

b) **PROJECT #2:** \_\_\_\_\_

Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Employer Telephone Number: ( ) \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Owner:

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_

Total Length of PACP CCTV INSPECTION Under Project (lf)  
(Complete Table D provided at the end of Section D.)

Total Length of PACP CCTV INSPECTION Under Project that  
Supervisor directly performed in Qualifying Supervisory Position (lf)  
(Complete Table D provided at the end of Section D.)

- c) **WORK CREW MEMBER PACP CCTV INSPECTION PRE-QUALIFICATIONS (SEWER)** – The work crew member shall have direct field experience while PACP certified on at least 3 successfully completed PACP CCTV SEWER INSPECTION projects, for which his/her direct field experience is of at least 2,000 linear feet each, of which a cumulative 1,500 linear feet of pipe diameter inspected was 8 inches or greater as specified in TECHNICAL SPECIFICATIONS Section 5, "Qualification of Bidders."

Name of PACP CCTV INSPECTION Work Crew Member:

NASSCO PACP Certification Number: \_\_\_\_\_

List PACP CCTV INSPECTION Work Crew Member's 3 Qualifying Projects Below:

a) **PROJECT #1:** \_\_\_\_\_

Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Employer Telephone Number: (\_\_\_\_) \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Owner:

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Total Length of PACP CCTV INSPECTION Under Project (lf)  
(Complete Table E provided at the end of Section D.) \_\_\_\_\_

Total Length of PACP CCTV INSPECTION Under Project that Work Crew Member directly performed in Qualifying Work Crew Member Position (lf)

(Complete Table E provided at the end of Section D.) \_\_\_\_\_

Total Length of Diameter Pipe, 8 inches or greater, PACP CCTV INSPECTION that Work Crew Member directly performed in Qualifying Position (lf)

(Complete Table E provided at the end of Section D.) \_\_\_\_\_

b) **PROJECT #2:** \_\_\_\_\_

Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Employer Telephone Number: (      ) \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Owner:

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: (      ) \_\_\_\_\_

Total Length of PACP CCTV INSPECTION Under Project (lf)

(Complete Table E provided at the end of Section D.)

Total Length of PACP CCTV INSPECTION Under Project that Work  
Crew Member directly performed in Qualifying Work Crew Member  
Position (lf)

(Complete Table E provided at the end of Section D.)

Total Length of Diameter Pipe, 8 inches or greater, PACP CCTV  
INSPECTION that Work Crew Member directly performed in  
Qualifying Position (lf)

(Complete Table E provided at the end of Section D.)

c) **PROJECT #3:** \_\_\_\_\_

Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Employer Telephone Number: (      ) \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: (      ) \_\_\_\_\_

Total Length of PACP CCTV INSPECTION Under Project (lf)

(Complete Table E provided at the end of Section D.) \_\_\_\_\_

Total Length of PACP CCTV INSPECTION Under Project that Work Crew Member directly performed in Qualifying Work Crew Member Position (lf)

(Complete Table E provided at the end of Section D.) \_\_\_\_\_

Total Length of Diameter Pipe, 8 inches or greater, PACP CCTV INSPECTION that Work Crew Member directly performed in Qualifying Position (lf)

(Complete Table E provided at the end of Section D.) \_\_\_\_\_

**D)**

**WORK CREW MEMBER PACP CCTV INSPECTION PRE-QUALIFICATIONS (DRAIN)** – The work crew member shall have direct field experience while PACP certified on at least 2 successfully completed PACP CCTV DRAIN INSPECTION projects, for which his/her direct field experience is of at least 500 linear feet each as specified in TECHNICAL SPECIFICATIONS Section 5, “Qualification of Bidders.”

Name of PACP CCTV INSPECTION Work Crew Member: \_\_\_\_\_

NASSCO PACP Certification Number: \_\_\_\_\_

List PACP CCTV INSPECTION Work Crew Member’s 2 Qualifying Projects Below:

a) **PROJECT #1:** \_\_\_\_\_

Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_



Contact Person: \_\_\_\_\_  
Employer Telephone Number: (      ) \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Owner: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: (      ) \_\_\_\_\_

Total Length of PACP CCTV INSPETION Under Project (lf)

(Complete Table F provided at the end of Section D.) \_\_\_\_\_

Total Length of PACP CCTV INSPECTION Under Project that Work  
Crew Member directly performed in Qualifying Work Crew Member  
Position (lf)

(Complete Table F provided at the end of Section D.) \_\_\_\_\_

b) **PROJECT #2:** \_\_\_\_\_

Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Employer Telephone Number: (      ) \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Owner: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: (      ) \_\_\_\_\_

Total Length of PACP CCTV INSPETION Under Project (lf)

(Complete Table F provided at the end of Section D.) \_\_\_\_\_

Total Length of PACP CCTV INSPECTION Under Project that Work Crew Member directly performed in Qualifying Work Crew Member Position (lf)

(Complete Table F provided at the end of Section D.)

**YKS**

VILLAGES OF KAPOLEI  
SEWER AND DRAINAGE SYSTEMS INSPECTIONS

### HIDDER'S STATEMENT OF QUALIFICATION

Total number of years experience in drain inspection: \_\_\_\_\_ YRS

VILLAGE OF KAPOHI.  
SEWER AND DRAINAGE SYSTEMS INSPECTIONSBIDDER'S STATEMENT OF  
QUALIFICATION

	*Min. 3 Projects					
Pipe Diameters	Project #1 Lengths (lf)	Project #2 Lengths (lf)	Project #3 Lengths (lf)	Add'l Proj #1 Lengths (lf)	Add'l Proj #2 Lengths (lf)	
Pipe Diameters ≥ 8-inch, (in)						
D =						(lf)
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
Total Large Diam Length (lf)						
*Min. 2,000 lf Cumulative of 3 or more Projects Combined						
Pipe Diameters < 8-Inch, (In)						
D =						
D =						
D =						
D =						
D =						
D =						
Total Small Diam Length (lf)						
Total Project Length (lf)						
*Min. 3,000 lf per Project						

### HIDDER'S STATEMENT OF QUALIFICATION

[illegible]

**APPLICANT'S STATEMENT OF  
QUALIFICATION**

[illegible]

### HIDDER'S STATEMENT OF QUALIFICATION

	<sup>a</sup> Min. 2 Projects					
Pipe Diameters	Project #1 Lengths (lf)	Project #2 Lengths (lf)	Add'l Proj #1 Lengths (lf)	Add'l Proj #2 Lengths (lf)		
D =					(lf)	(lf)
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
D =						
Total Project Length (lf)						

<sup>a</sup>Min. 2 per Project

### HIDERS STATEMENT OF QUALIFICATION



## **AFFIDAVIT**

### **Affidavit for Individual**

State of \_\_\_\_\_)

County of \_\_\_\_\_) ss. dba \_\_\_\_\_

I, being duly sworn depose and say that the foregoing statements and answers to the questions are correct and true as of the date of this affidavit.

\_\_\_\_\_  
(Applicant sign here)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

### **Affidavit for Co-Partnership**

State of \_\_\_\_\_)

County of \_\_\_\_\_) ss. dba \_\_\_\_\_

I, \_\_\_\_\_, being duly sworn depose and say that I am a partner in the firm of \_\_\_\_\_; that the foregoing statements and answers to the questions are correct and true as of the date of this affidavit.

\_\_\_\_\_  
(Member of firm sign here)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

### **Affidavit for Corporation**

State of \_\_\_\_\_)

County of \_\_\_\_\_) ss. dba \_\_\_\_\_

I, being duly sworn depose and say that I am a \_\_\_\_\_  
\_\_\_\_\_ of the \_\_\_\_\_  
Corporation described in and which executed the foregoing statement; that the foregoing  
statements and answers to the questions are correct and true as of the date of this affidavit.

\_\_\_\_\_  
(Member of firm sign here)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

## MANDATORY SUBMITTALS

### Submitted At Least Ten (10) Calendar Days Prior to Bid Opening Date

- 1) Notice of Intent to Bid ..... 1
- 2) Bidders Statement of Qualifications ..... 1 to 26

### Submitted as Part of Bid

- 1) Bid ..... P-1 to P-7
- 2) Non-Default Affidavit ..... 1
- 3) Non-Collusive Affidavit ..... 1
- 4) Non-Gratuity Affidavit ..... 1
- 5) Certificate of Vendor Compliance (HCE) ..... Not Inserted

### Submitted Prior to Award of Contract

Submit any of the following if the approval date is six months or older:

- 1) Certificate of Vendor Compliance (HCE) ..... Not Inserted
- 2) Valid Tax Clearance Certificate ..... Form A-6

### Submitted with Contract

- 1) Agreement Form ..... FC-1 to FC-8
- 2) Contractor's Corporate Resolution ..... Not Inserted
- 3) Certificate of Insurance (with HHFDC and State of Hawaii named as  
Additional Insureds) ..... Not Inserted

### Submitted Within 10 Days After Contract Execution

- 1) Schedule of Submittals
- 2) Schedule of Values
- 3) List of Supervisory Personnel and Emergency Contact List

### Submitted During Contract Period

- 1) Certified Payrolls (All Contractors/Subcontractors)
- 2) Notice for Final Inspection
- 3) Project Progress Schedule
- 4) Lien Release Forms
- 5) Overtime/Holiday/Weekend Notification

NOTE: Notice for Final Inspection must be turned in sixteen (16) days prior to Final Inspection

Submitted at Closing of Contract

- 1) Substantial Completion Notification
- 2) Final Pay Request
- 3) Final Payroll Records
- 4) Certificate of Compliance For Final Payment (Reference §3-122-112,HAR)
- 5) Non-Gratuity Affidavit
- 6) Certificate of Vendor Compliance (Hawaii Compliance Express)
- 7) Certificate of Release from each subcontractor
- 8) Evidence that the Contractor paid or secured claims for persons, firms or corporations who have done work or supplied materials, tools, equipment, machinery or other services

NOTE: Submit the above, only if it applies to this contract.

The sum necessary to meet the claims of the State may be retained from the sums due the Contractor, until said claims have been fully and completely discharged or satisfied.

The filing of false affidavits will disqualify the Contractor from bidding on future work of the HHFDC.

Notice for Subcontractors:

- 9) Certified Payrolls – All Subcontractors & Lower Subcontractor

END OF SECTION

# FORM OF BID

## FOR FURNISHING LABOR AND MATERIALS REQUIRED FOR

### VILLAGES OF KAPOLEI SEWER AND DRAINAGE SYSTEMS INSPECTIONS

JOB NO. 15-002-K85-S

To: Executive Director  
Hawaii Housing Finance and Development Corporation (HHFDC)  
677 Queen Street, Suite 300  
Honolulu, Hawaii 96813

1. The undersigned Bidder, hereby acknowledges visiting the site of work and being familiar with the conditions under which the work is to be performed and reading the specifications and other contract documents relating to Job No. 15-002-K85-S, Villages of Kapolei Sewer and Drainage Systems Inspections. The undersigned Bidder hereby proposes to furnish all labor, materials, equipment, tools, transportation, permits, incidentals and supplies required to complete the project in full accordance with the contract documents for the following price(s).

Inspection of the sewer and drainage systems, inclusive of CCTV video, manhole, and catch basin inspections and documentation along entire length of the sewer and drainage systems as indicated in these specifications, in the line items below, for a total lump sum of which includes the Hawaii General Excise Tax of four and one-half percent and markup (4.712%).

#### PROPOSAL SCHEDULE

Item No.	Estimated Quantities	Description	Unit Price	Total
1.	236	Each, Drain manhole, catch basin and drain inlet inspections, inclusive of reports, documentation and all incidentals, in place complete.		
		Each	\$ _____	\$ _____

Item No.	Estimated Quantities	Description	Unit Price	Total
2.	674	Each, Sewer manhole inspections, inclusive of reports, documentation and all incidentals, in place complete.		
		Each	\$ _____	\$ _____
3.	14,000	Lin. Feet, CCTV inspections of existing catch basins, manholes, drain inlets and drain line, inclusive of reports, documentation, video recordings, and all incidentals, in place complete.		
		Lin. Feet	\$ _____	\$ _____
4.	10,500	Lin. Feet, CCTV inspections of existing catch basins, manholes, drain inlets and box culvert, inclusive of reports, documentation, video recordings, and all incidentals, in place complete.		
		Lin. Feet	\$ _____	\$ _____
5.	77,300	Lin. Feet, CCTV inspections of existing manholes and sewer line (6-inch to 15-inch diameter pipe), inclusive of reports, documentation, video recordings, and all incidentals, in place complete.		
		Lin. Feet	\$ _____	\$ _____

Item No.	Estimated Quantities	Description	Unit Price	Total
6.	13,000	Lin. Feet, CCTV inspections of existing manholes and sewer line (18-inch and larger diameter pipe), inclusive of reports, documentation, video recordings, and all incidentals, in place complete.		
		Lin. Feet	\$ _____	\$ _____
7.	4,200	Lin. Feet, Clean existing drain line, inclusive of removal and disposal of debris, and all incidentals, in place complete, to be used only as directed and approved by the Officer-in-Charge.		
		Lin. Feet	\$ _____	\$ _____
8.	3,200	Lin. Feet, Clean existing box culvert, inclusive of removal and disposal of debris, and all incidentals, in place complete, to be used only as directed and approved by the Officer-in-Charge.		
		Lin. Feet	\$ _____	\$ _____
9.	15,500	Lin. Feet, Clean existing sewer line (6-inch to 15-inch diameter pipe), inclusive of removal and disposal of debris, and all incidentals, in place complete, to be used only as directed and approved by the Officer-in-Charge.		
		Lin. Feet	\$ _____	\$ _____

Item No.	Estimated Quantities	Description	Unit Price	Total
10.	2,600	Lin. Feet, Clean existing sewer line (18-inch and larger diameter pipe), inclusive of removal and disposal of debris, and all incidentals, in place complete, to be used only as directed and approved by the Officer-in-Charge.		
		Lin. Feet	\$ _____	\$ _____
11.	Allowance	Contingency. Allowance for any related CCTV video inspection work and emergency work, to be used only as directed and approved by the Officer-in-Charge.		
		Allowance		\$ <u>25,000.00</u>
		Total Sum, Items 1 through 11, inclusive		\$ _____

**GRAND TOTAL BID (Item No. 1 through Item 11 of the Bid)** (which includes the State of Hawaii General Excise Tax of four and one-half percent and markup (4.712%):

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

The contract time shall be one hundred eighty (180) calendar days.

2. The Bidder shall complete this Bid for all the itemized line items in this Bid. If any or all of itemized line items are removed from the executed contract, the contract time and the contract cost will be adjusted accordingly.
3. In submitting this Bid, it is understood that the award of contract will be made to the lowest responsive and responsible bidder for the GRAND TOTAL BID, subject to the availability of funds.
4. Failure to complete this Bid in its entirety may cause a bid to be considered non-responsive and may result in rejection of this Bid.
5. The undersigned also agrees as follows:



- (a) That the estimated quantities in this Bid are approximate only and are subject to increase or decrease.
- (b) To complete the work whether the estimated quantities are increased or decreased at the unit prices stated in this Bid.
- (c) That the estimated quantities in this Bid are only for the purpose of comparing bids offered for the work on a uniform basis, and that the undersigned is satisfied with and will at no time dispute the estimated quantities as a means of comparing the bids.
- (d) To make no claim for anticipated profit or loss of profit because of a difference between the quantities of the various classes of work done or the material and equipment actually installed and the estimated quantities.
- (e) That if the UNIT PRICE multiplied by the estimated quantity does not equal the total price of any item in this Bid, the correct total price of the item shall be the amount arrived at by multiplying the UNIT PRICE by the estimated quantity.
- (f) That for UNIT PRICE items, payment will be made only for the actual number of units completed at the UNIT PRICE.
- (g) That the UNIT PRICE for each item in this Bid includes the cost of all materials, equipment, labor and all other incidental work required for the completion of the work.
- (h) That the basis of comparison will be the Bid.
- (i) That all bids submitted include the State of Hawaii general excise tax of four and one-half percent and markup (4.712%).
- (j) That the time of completion for all the work in this Bid shall be 180 calendar days from the date of commencement indicated in the Notice to Proceed. HHFDC may extend the contract time up to an additional 180 calendar days beyond the original contract time at its sole discretion. Any extension of the Contract time will require the approval of the State as specified in the General Conditions.
- (k) That the liquidated damages for every calendar day of delay in the completion of the work shall be **\$150.00** per day as specified in the "Liquidated Damages" section of the Special Conditions.
- (l) That HHFDC reserves the right, in its sole discretion, to reject any or all bids.

- (m) That this Bid may not be withdrawn within sixty (60) calendar days subsequent to the opening of bids or any extension of time as may be requested by the Director.
  - (n) That upon acceptance of this Bid, the undersigned will enter into, execute and deliver a contract in the prescribed form by HHFDC, and current state and federal tax clearances within ten (10) days after the contract is presented to the undersigned for signature or within such further time as the Director may allow.
  - (o) That by submitting this proposal, the undersigned is declaring that if awarded a contract, the undersigned will comply with Section 11-355, Hawaii Revised Statutes, which prohibits campaign contributions from State and County government contractors during the term of their contract, where the contractor is paid with funds appropriated by a legislative body.
6. Pursuant to section 103D-310(c), HRS, all offerors, upon award of contract, shall comply with all laws governing entities doing business in the State, including HRS Chapters 237, 383, 386, 392, and 393. Offerors shall produce documents to the procuring officer to demonstrate compliance with this subsection. Any offeror making a false affirmation or certification under this subsection shall be suspended from further offerings or awards pursuant to section 103D-702, HRS. The procuring officer shall verify compliance with this subsection.
7. The following documents shall be attached to this Bid:
- (a) An affidavit in proof that the undersigned is not in default of any contract with the State of Hawaii.
  - (b) An affidavit in proof that the undersigned has not entered into any collusion with any other person with respect to the submission of this Bid or any other bid for the work.
  - (c) An affidavit in proof that the undersigned has not given or made any agreement to give any gift or gratuity in any form whatsoever to any employee of HHFDC, the employee's relatives or agents.
  - (d) Current tax clearances from the Director of the Department of Taxation and the Internal Revenue Service.
  - (e) Certificate of Good Standing from the Department of Commerce and Consumer Affairs.
  - (f) Certificate of Compliance from the Department of Labor and Industrial Relations.

A valid and current Hawaii Compliant Express (HCE) Certificate of Vendor Compliance may be submitted in lieu of items (d) through (f) above.

8. Bid samples or descriptive literature should not be submitted unless expressly requested and, regardless of any attempt by bidder to condition the bid, unsolicited bid samples or descriptive literature which are submitted at the bidder's risk will not be examined or tested, and will not be deemed to vary any of the provisions of the IFB.
9. Bidder shall designate those portions of the offer that contain trade secrets or other proprietary data that are to remain confidential, subject to HAR 3-122-30(c) and (d); and the material designated as confidential shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid.
10. The bidder shall sign the bid form in ink and submit the bid form with the original signature included in the offer. If facsimile or other electronically transmitted bid offer is allowed, and the lowest responsive bid has been submitted accordingly, then the bidder must submit the complete original offer, with the original bid bond, if required, so that it is received within five working days from the notification of intent to award. If bidder fails to comply with this requirement, the procurement officer may reject the facsimile or electronically submitted offer.
11. Receipt of the following addenda (if any) issued by the HHFDC is acknowledged by the date(s) of receipt indicated below:

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

It is understood that failure to receive any such Addendum shall not relieve the Bidder from any obligation of this Proposal.

OFFICIAL ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FIRM NAME: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ACKNOWLEDGEMENT OF LIQUIDATED DAMAGES

Project: Villages of Kapolei – Sewer and Drainage Systems Inspections  
Kapolei (Ewa), Oahu, Hawaii

This is to certify that the undersigned understands and agrees to the provisions for liquidated damages contained in the bid to which this acknowledgement is attached, and that submittal of a bid constitutes acceptance of the provision and amount of liquidated damages for delay that shall assessed at \$150 per calendar day.

By: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

**Failure to submit this form with the bid may be cause for the rejection of bid.**

## WAGE CERTIFICATE

Project: Villages of Kapolei – Sewer and Drainage Systems Inspections

The undersigned bidder certifies that in performing the services required for the above project, the services will be performed under the following conditions:

- a. Pursuant to Section 103-55 and Section 103-55.5, Hawaii Revised Statutes, the services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees of similar work.
- b. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

By: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

Failure to submit this form with the bid may be cause for the rejection of bid.

## BIDDER INFORMATION

**Bidder must provide the following information:**

1. Name of Bidder \_\_\_\_\_  
(company)  
Office Address \_\_\_\_\_  
Contact Person \_\_\_\_\_
2. Liability coverage is carried by:  
Commercial General Liability: \_\_\_\_\_  
\_\_\_\_\_
3. General/Specialty Contractor License: \_\_\_\_\_
4. Listed below are the names and addresses of three references for whom the bidder has provided or is currently providing maintenance services similar to the services to be provided herein:  

	<u>Agency or Firm</u>	<u>Address</u>	<u>Contact Person</u>
(1)	_____	_____	_____
(2)	_____	_____	_____
(3)	_____	_____	_____

**Failure to submit this form with the bid may be cause for the rejection of bid.**

**FORM OF NON-DEFAULT AFFIDAVIT**

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)  
)  
)

SS.

\_\_\_\_\_, being first  
duly sworn deposes and says:

That he is  
(a bidder, partner or officer)  
of the firm of \_\_\_\_\_,  
the party making the bid; that (1) the person, firm, or  
corporation, or (2) a corporation owned substantially by the  
person, firm, or corporation, or (3) a substantial  
stockholder or an officer of the corporation, or (4) a  
partner or substantial investor in the firm is not in  
arrears in any payment owned to the State of Hawaii or any  
of its political subdivisions or is not in default of any  
obligations to the State of Hawaii or to any of its  
political subdivisions, including default as a surety or  
failure to perform faithfully and diligently any previous  
contract with the State.

[signature]

(Name of bidder if the bidder is an  
Individual)

(Name of partner if the bidder is a  
partnership)

(Name of officer if the bidder is a  
corporation)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public, \_\_\_\_\_ Judicial Circuit, State  
of Hawaii

My commission expires \_\_\_\_\_, 20\_\_\_\_\_

NON-COLLUSIVE/NON-IDENTITY OF INTEREST AFFIDAVIT

(<Name of Prime Bidder>)

State of Hawaii ) ss.  
County of           

\_\_\_\_\_, being first duly sworn, deposes and says:

(1) That undersigned is \_\_\_\_\_ (a partner or officer of the firm of, etc..) \_\_\_\_\_ the party making the foregoing proposal or bid; (2) that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit, or cost element of said price, or of that of any other bidder, or to secure any advantage against the Hawaii Housing Finance and Development Corporation (HHFDC) or any person or entity interested in the proposed contract; and (3) that no identity of interest exists or will exist between Bidder and the Owner or Architect.

WARNING: U.S. Criminal Code, Section 1001, Title 18 U.S.C. and the Hawaii Penal Code, Chapter 710-1061 to 1063, Title 37, Hawaii Revised Statutes (H.R.S.) provides as follows: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme or device, a material fact, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement of entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both."

An identity of interest will be construed to exist:

- (a) If there is any financial interest of the Owner in the general contractor;
- (b) If any of the officers or directors of the Owner is also an officer, director, or stockholder of the general contractor;
- (c) If any officer or director of the Owner has any financial interest whatsoever in the general contractor;
- (d) If the general contractor advances any funds to the Owner; including providing a land option or any of the costs of obtaining a land option;
- (e) If the general contractor provides and pays, on behalf of the Owner, the cost of any architectural or engineering service other than those of a surveyor, general superintendent, or engineer employed by a general contractor in connection with his/her



obligations under the construction contract;

- (f) If the general contractor has any interest in the Owner corporation as part of the consideration for payment;
- (g) When there exists (or comes into being) any side deals, agreements, contracts or undertaking entered into or contemplated, thereby altering, amending, or canceling any financial interest whatsoever in the architectural firm;
- (h) When the contractor or any officer, director, stockholder, or partner of such contractor has any financial interest whatsoever in the architectural firm;
- (i) When the architect has stock or any financial interest in the contractor.
- (j) When the contractor or any officer, director, stockholder or partner of such contract provides any of the required architectural services; or where the contractor, or any officer, director, stockholder or partner of such providing an architectural service, acts as a consultant to the project architect.
- (k) When there exists (or comes into being) any side deals, agreements, contracts or undertaking, thereby altering, amending, or canceling any of the required closing documents.

(Notary Seal)

\_\_\_\_\_  
Signature and typed name of:  
Bidder, if the bidder is an individual;  
Partner, if the bidder is a partnership;  
Officer, if the bidder is a corporation.

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ Judicial  
Circuit, State of Hawaii  
My Commission Expires: \_\_\_\_\_

NON-GRATUITY AFFIDAVIT

Name of Project: \_\_\_\_\_

HHFDC Job No: \_\_\_\_\_

Contract No. \_\_\_\_\_

County of \_\_\_\_\_

Island of \_\_\_\_\_

The undersigned hereby certifies that he is the \_\_\_\_\_ of \_\_\_\_\_  
(Title)  
\_\_\_\_\_: that in connection with the  
(Name of Individual, Partnership, or Corporation)

aforesaid project, he or its officers, representatives, agents, subcontractors or employees has (have) not given or made any Agreement to give to any Housing and Community Development Corporation of Hawaii (HHFDC) employees, the employees' relatives or agents, any gift or money or any other gift; or gratuity in any form whatsoever; has (have) not loaned any money or anything of value to any HHFDC, the employees' relatives or agents; has (have) not rented or purchased any equipment, or any form thereof, or supplies of any nature whatsoever from any Housing and Community Development Corporation of Hawaii employees, the employees' relatives or agents.

\_\_\_\_\_  
Signature and typed name of:  
Bidder, if the bidder is an individual;  
Partner, if the bidder is a partnership;  
Officer, if the bidder is a corporation.

=====

STATE OF HAWAII )

CITY AND COUNTY OF )

) ss.

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ Judicial  
Circuit, State of Hawaii  
My Commission Expires: \_\_\_\_\_



**STATE OF HAWAII**  
**CONTRACT FOR GOODS OR SERVICES**  
**BASED UPON**  
**COMPETITIVE SEALED BIDS**

This Contract, executed on the respective dates indicated below, is effective as of \_\_\_\_\_, \_\_\_\_\_, between Hawaii Housing Finance and Development Corporation,  
(Insert name of state department, agency, board or commission)  
State of Hawaii ("STATE"), by its \_\_\_\_\_,  
(Insert title of person signing for State)  
(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),  
whose address is 677 Queen Street, Suite 300, Honolulu, Hawaii 96813  
\_\_\_\_\_ and \_\_\_\_\_  
("CONTRACTOR"), a \_\_\_\_\_  
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)  
under the laws of the State of \_\_\_\_\_, whose business address and federal  
and state taxpayer identification numbers are as follows: \_\_\_\_\_

**RECITALS**

- A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.
- B. The STATE has issued an invitation for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.
- C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").
- D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.
- E. Pursuant to Section 201H-4, Hawaii Revised Statutes, the STATE  
(Legal authority to enter into this Contract)  
is authorized to enter into this Contract.
- F. Money is available to fund this Contract pursuant to:
- (1) Section 201H-191, Hawaii Revised Statutes  
(Identify state sources)
- or (2) Not applicable  
(Identify federal sources)
- or both, in the following amounts: State \$ \_\_\_\_\_  
Federal \$ \_\_\_\_\_

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the Invitation for Bids number 15-002-K85-S ("IFB") and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.
2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed \_\_\_\_\_

\_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR ☐ is required to provide or ☒ is not required to provide: ☐ a performance bond, ☐ a payment bond, ☒ a performance and payment bond in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachments and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of One Hundred Fifty & 00/100 DOLLARS (\$ 150.00) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

### STATE

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Executive Director

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Date)

### CONTRACTOR

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Date)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Deputy Attorney General

\* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.

FORM OF CONTRACT FC-2



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS.  
\_\_\_\_\_ COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me appeared  
\_\_\_\_\_ and \_\_\_\_\_, to me  
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are  
\_\_\_\_\_ and \_\_\_\_\_ of  
\_\_\_\_\_, the  
CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said  
instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said  
instrument as the free act and deed of the CONTRACTOR.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Notary Public, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Doc. Date: \_\_\_\_\_ # Pages: \_\_\_\_\_

Notary Name: \_\_\_\_\_ Circuit \_\_\_\_\_

Doc. Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Notary Signature \_\_\_\_\_ Date \_\_\_\_\_

NOTARY CERTIFICATION



**STATE OF HAWAII**

**CONTRACTOR'S**

**STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of \_\_\_\_\_, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is\* ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

\* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

**CONTRACTOR**

By \_\_\_\_\_

(Signature)

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Date \_\_\_\_\_



**STATE OF HAWAII**  
**SCOPE OF SERVICES**

The CONTRACTOR shall provide closed-circuit television (CCTV) inspection of the sewer and drainage systems within the Villages of Kapolei, inclusive of manholes and pipeline segments as stated in the Scope of Services and outlined in the Technical Specifications. The CONTRACTOR shall also clean the sewer and drainage systems as directed by the STATE as outlined in the Technical Specifications. The CONTRACTOR shall provide all labor, materials, equipment tools, transportation, permits, incidentals and supplies required to complete the work.

These services are set forth in the Bidding Documents (Invitation For Bids No. 15-002-K85-S), which includes Technical Specifications, 103D General Conditions (Form AG-008), and the CONTRACTOR's bid. The CONTRACTOR's bid shall include all bid items described in the Form of Bid, pages P-1 through P-10, as submitted by the CONTRACTOR on the Bid Opening date.



STATE OF HAWAII

**COMPENSATION AND PAYMENT SCHEDULE**

- A. **COMPENSATION.** The CONTRACTOR shall be compensated for services performed under this Agreement in a total amount not to exceed \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), including the 4.712% State General Excise Tax, as set forth in the Invitation for Bids and CONTRACTOR's bid. Any additional State General Excise Taxes shall be at the sole expense of the CONTRACTOR.
- B. **PAYMENT.** Payment for work performed by the CONTRACTOR shall be made in accordance with paragraph 17 of the 103D General Conditions (Form AG-008).





STATE OF HAWAII

**TIME OF PERFORMANCE**

- A. **NOTICE TO PROCEED.** The CONTRACTOR shall not commence any work under this Agreement prior to receipt from the STATE of a written Notice to Proceed.
- B. **COMMENCEMENT OF THE WORK.** The CONTRACTOR shall commence work under this Agreement on the date indicated in the STATE's Notice to Proceed.
- C. **DURATION.** The time of completion for all the work described in the Form of Bid shall be within 180 calendar days after the date of commencement indicated in the Notice to Proceed. Any extension of time or implementation of the option period will require written approval of the STATE as stated in Paragraph 19 of the 103D General Conditions (Form AG-008).
- D. **TERMINATION FOR CONVENIENCE.** The Contract may be terminated at any time pursuant to the Termination for Convenience clause set forth in paragraph 14 of the 103D General Conditions (Form AG-008). The STATE shall give written notice of the termination to the CONTRACTOR at least thirty (30) days prior to the effective date of such termination.
- E. **LIQUIDATED DAMAGES.** Liquidated damages shall be assessed in the amount of ONE HUNDRED FIFTY DOLLARS (\$150.00) per calendar day, in accordance with the term of paragraph 9 in the 103D General Conditions (Form AG-008) and the Special Conditions.



## STATE OF HAWAII

**CERTIFICATE OF EXEMPTION  
FROM CIVIL SERVICE****1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development (“DHRD”).\***

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

---

(Signature)

---

(Date)

---

(Print Name)

---

**Director of DBEDT**

---

(Print Title)

\* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
- (2) There is no employee-employer relationship; and
- (3) The authorized funding for the service is from other than the "A" or personal services cost element.

**NOTE:** Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§ 76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

**2. By the Director of DHRD, State of Hawaii.**

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, HRS.

---

(Signature)

---

(Date)

---

(Print Name)

---

(Print Title, if designee of the Director of DHRD)



## STATE OF HAWAII

### SPECIAL CONDITIONS

1. **INSURANCE.** The CONTRACTOR agrees to secure and maintain during all times that the CONTRACTOR is engaged in performing the CONTRACTOR's duties and obligations, pursuant to this Agreement the following insurance:

A. Commercial General Liability including but not limited to automobile liability or Comprehensive General Liability insurance for bodily injury and property damage liability covering all of the operations of the CONTRACTOR, including but not limited to automobile liability and contractual liability specifically covering liability assumed herein in forms satisfactory to the STATE and with limits of liability, which shall not be less than the following:

\$1,000,000	bodily injury or personal injury per occurrence;
\$1,000,000	automobile liability per accident;
\$1,000,000	property damage per occurrence;
\$2,000,000	combined single limit per occurrence; and
\$2,000,000	yearly aggregate.

B. The CONTRACTOR shall furnish the STATE with certificates of such above-described insurance with the following endorsements noted thereon:

1) For Commercial General Liability or Comprehensive General Liability only:

(a) "Thirty (30) days prior written notice of cancellation, non-renewal or change in the policy shall be given to the STATE."

(b) "The STATE and the HHFDC shall be included by specific endorsements as additional insured parties."

(c) In the event of claims being made by one insured for which another insured is, or may be liable, the policy shall cover such insured against whom a claim is made or may be made in the manner as if separate policies had been issued to each hereunder.

(d) The policy shall be primary and any insurance carried by the STATE shall be excess, but only with respect to all operations of the insured. Any other insurance, which the STATE may have to insure loss, shall not contribute to a loss to which the insurance provided hereunder is applicable so long as such loss is due solely to all operations of the insured.

2) In the event of any reduction or exhaustion of the aggregate annual limits of liability, the CONTRACTOR shall immediately obtain additional insurance to replenish the limits of liability provided in this Agreement.



**STATE OF HAWAII**  
**SPECIAL CONDITIONS**

- 3) The CONTRACTOR shall immediately provide written notice to the STATE should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

**2. RESPONSIBILITY OF BIDDERS (§103D-310 HRS)**

- A. Pursuant to HRS Chapter 103D-310(c), the lowest responsive Bidder shall, at the time of award, be compliant with all laws governing entities doing business in the State, including, but not limited to:
  - 1) Chapter 237, HRS, tax clearance;
  - 2) Chapter 383, HRS, unemployment insurance;
  - 3) Chapter 386, HRS, workers' compensation;
  - 4) Chapter 392, HRS, temporary disability insurance;
  - 5) Chapter 393, HRS, prepaid health care; and
  - 6) Chapter 103D-310(c), HRS, Certificate of Good Standing (COGS) for entities doing business in the State.
- B. Bidders must furnish proof of compliance to the Hawaii Housing Finance and Development Corporation (HHFDC) prior to award. The State shall verify compliance. If a Bidder is not compliant at the time of award, the Bidder will not receive the award.
- C. Hawaii Compliance Express. Bidders are strongly encouraged to register with the Hawaii Compliance Express (HCE) system to obtain proof of compliance. HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs. Bidders should register with HCE at <https://vendors.ehawaii.gov> prior to submitting an offer. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted as proof of compliance for award, execution of the contract, and final payment.
- D. Timely Registration on HCE. Bidders are advised to register on HCE soon as possible.
- E. Any Bidder making a false affirmation or certification under this subsection shall be suspended from further offerings or awards pursuant to section 103D-702, HRS. The procuring officer shall verify compliance with this subsection for all contracts awarded pursuant to section 103D-302, HRS.



**STATE OF HAWAII**  
**SPECIAL CONDITIONS**

3. In the event of a conflict between these Special Conditions and the 103D General Conditions (AG-008), the documents shall control in the following priority:

- A. Special Conditions
- B. General Conditions (AG-008)

The foregoing notwithstanding, the provision, section, and/or document most advantageous to the State shall control. Said controlling provision, section and/or document shall be determined by HHFDC in its sole discretion.

4. **CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED** (section 11-355, HRS). If awarded a contract in response to this solicitation, Bidder agrees to comply with section 11-355, HRS, which states that campaign contributions are prohibited from a State and County Government contractor, during the term of the contract, if the contractor is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.

# GENERAL CONDITIONS

## Table of Contents

	<u>Page(s)</u>
1. Coordination of Services by the STATE.....	2
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.....	2
3. Personnel Requirements .....	3
4. Nondiscrimination .....	3
5. Conflicts of Interest .....	3
6. Subcontracts and Assignments .....	3
7. Indemnification and Defense.....	4
8. Cost of Litigation.....	4
9. Liquidated Damages .....	4
10. STATE'S Right of Offset.....	4
11. Disputes .....	4
12. Suspension of Contract.....	4
13. Termination for Default.....	5
14. Termination for Convenience .....	6
15. Claims Based on the Agency Procurement Officer's Actions or Omissions.....	8
16. Costs and Expenses .....	8
17. Payment Procedures; Final Payment; Tax Clearance .....	9
18. Federal Funds .....	9
19. Modifications of Contract.....	9
20. Change Order.....	10
21. Price Adjustment .....	11
22. Variation in Quantity for Definite Quantity Contracts .....	11
23. Changes in Cost-Reimbursement Contract.....	11
24. Confidentiality of Material .....	12
25. Publicity.....	12
26. Ownership Rights and Copyright .....	12
27. Liens and Warranties .....	12
28. Audit of Books and Records of the CONTRACTOR.....	13
29. Cost or Pricing Data .....	13
30. Audit of Cost or Pricing Data.....	13
31. Records Retention.....	13
32. Antitrust Claims.....	13
33. Patented Articles.....	13
34. Governing Law .....	14
35. Compliance with Laws .....	14
36. Conflict between General Conditions and Procurement Rules .....	14
37. Entire Contract.....	14
38. Severability .....	14
39. Waiver .....	14
40. Pollution Control .....	14
41. Campaign Contributions.....	14
42. Confidentiality of Personal Information.....	14

## GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
  - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
  - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
  - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
  - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
  - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
  - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

- a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:
  - (1) The Assignee assumes all of the CONTRACTOR'S obligations;
  - (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
  - (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.
- b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the



Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
  - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
  8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
  9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
  10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
  11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
  12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
    - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
  - (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.
- b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:
- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
  - (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
  - (A) Contract prices for goods or services accepted under the Contract;
  - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
  - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
  - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
- (C) Within such further time as may be allowed by the Agency procurement officer in writing.

- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

- c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
  - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
  - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
  - (A) Changes in the work within the scope of the Contract; and
  - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
- d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
- e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
- f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
- g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
- h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
- i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.

20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:

- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
  - (2) Method of delivery; or
  - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
  - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - (2) By unit prices specified in the Contract or subsequently agreed upon;
  - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
  - (4) In such other manner as the parties may mutually agree; or
  - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
  - (1) Description of performance (Attachment 1);
  - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
  - (3) Place of performance of services;



- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
  - (5) Method of shipment or packing of supplies; or
  - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
  - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
  - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
  - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.

24. Confidentiality of Material.

- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
- b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.

25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.

26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.

27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
  - b. A state contract, including subcontracts, other than a firm fixed-price contract.
29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.
- If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.
30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.
31. Records Retention.
- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
  - (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.
32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
  - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
  - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
  - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
  - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

- d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

## GENERAL REQUIREMENTS

### GENERAL

1.01 GENERAL PROVISIONS: The General Conditions of the Contract and any supplementary conditions as agreed upon between the HHFDC and the Contractor are a part of this Contract and shall govern the Work.

1.02 DESCRIPTION OF WORK AREAS: This work consists of interior inspections of the Villages of Kapolei Sewer and Drainage Systems as depicted in the Project Map and outlined in the Technical Specifications.

1.03 WORK COVERED BY THE CONTRACT DOCUMENTS:

- A. Closed-circuit television inspection of sewer and drain pipeline segments as depicted in the Project Maps and in accordance with the National Association of Sewer Services Companies' (NASSCO) Pipeline Assessment Certification Program (PACP).
- B. Drain and sewer manhole inspections in accordance with the NASSCO Manhole Assessment Certification Program (MACP).
- C. Catch basin inspections as specified in Section 2 of the Technical Specifications.
- D. Drain inlet inspections in accordance with NASSCO MACP.
- E. Complete and provide electronic version of the inspection videos and photographs and all forms used for inspection documentation as specified in the Technical Specifications.
- F. All related work including but not limited to traffic control, environmental pollution control, and cleaning of pipe lines, manholes and catch basins as required and specified herein.
- G. The existing wastewater and drainage systems shall remain fully operational at all times.
- H. No confined spaces entry shall be permitted.

1.04 GENERAL INSPECTION REQUIREMENTS:

- A. SCOPE. The Contractor shall furnish supervision, labor, equipment and incidentals necessary to complete the sewer and drainage systems inspections as described in these General Requirements and Technical Specifications.

- B. DESCRIPTION OF WORK. This work consists of the inspection and documentation of all sewer and drainage system pipe segments identified in the Project Map, inclusive of manholes and catch basins, in accordance with NASSCO and City and County of Honolulu standards and requirements. This work shall include video and photographs of defective sections of the pipe segments, manholes and catch basins, in accordance with industry standards. Work shall be performed in compliance with applicable laws and regulations.
- 1.05 TIME OF COMPLETION: The time of completion for all work in the Contract shall be one hundred eighty (180) calendar days from the date of commencement indicated in the written Notice to Proceed. Any extension of Contract time will be subject to the approval of the Executive Director as indicated in these Specifications.
- 1.06 CONTINGENCY: An allowance of Twenty Five Thousand Dollars (\$25,000) is reserved for unforeseen or emergency work related to this Contract. If necessary, additional inspection work shall be based on the unit prices as provided by the Contractor in the Form of Bid. The contingency allowance shall be applied to work only as authorized by HHFDC and performed by the Contractor. Work shall not commence on any allowance work prior to issuance of written authorization of HHFDC, except in emergency cases. Further, the HHFDC may require that the Contractor submit invoices, receipts or other information, prior to payment.

# PROJECT MAPS







# TECHNICAL SPECIFICATIONS

## **SECTION 1            ACCESS TO PROPERTY**

### **1.     GENERAL**

- A.    The Contractor shall perform all necessary work and employ such methods to physically access the existing sewer lines, drain lines, catch basins and manholes.
- B.    The Contractor shall coordinate with the Officer-in-Charge for access to the existing sewer lines, drain lines, catch basins and manholes. When performing work at a facility entrance, work shall be conducted in such a manner as to provide a safe and smooth surface satisfactory for use by public traffic at all times.
- C.    The Contractor shall assess the existing conditions along where work is scheduled within private property.

### **2.     ACCESS AND WORK AREAS OVER AND ACROSS PRIVATE PROPERTY**

- A.    If crossing private or government-owned properties becomes necessary to gain access to the existing sewer line, drain line, catch basins and manholes, or accomplish work, the Contractor shall be responsible for damages resulting from his operations. This includes removal of vehicular tracks, and any other action to restore the area to its original condition. There will be properties that will either be worked on and/or used as a main and continuous thoroughfare for the work where the existing sewer and/or drain does not lie within or close to a public roadway.
- B.    If additional staging areas or temporary easements are required or are desired, the Contractor shall acquire such at his own cost.

### **3.     PEDESTRIAN AND VEHICULAR ACCESS TO PROPERTIES**

The Contractor shall provide pedestrian and vehicular access into properties abutting the project site at all times and shall take all measures necessary to insure that the access provided is safe and convenient. Driveways may be closed to vehicular traffic only if the affected property owners or residents using these driveways are otherwise provided for satisfactorily, including providing satisfactory alternate parking locations. The accesses provided by the Contractor shall conform to any and all accessibility requirements pursuant to the Americans with Disabilities Act and relevant regulations and guidelines.

**4. EMERGENCY VEHICLE ACCESS TO PROPERTIES**

The existing accesses available for emergency vehicles (i.e.; ambulances, fire trucks) to reach all properties in and adjacent to the project site shall be maintained at all times. The Contractor shall be prepared at all times to immediately remove inspection personnel, materials, debris, equipment, or any other hindrances, or to provide alternate measures in order to satisfactorily accommodate emergency vehicles and personnel. The Contractor shall be liable for any damages resulting from his failure or delay in providing such access or alternate measures.

**5. NOTIFICATION OF RESIDENTS AND PROPERTY OWNERS**

At least two weeks prior to commencement of all work activities, the Contractor shall notify in writing all affected residents and property owners regarding the project, schedule, emergency vehicle access if necessary, and other pertinent information.

**6. FAILURE TO COMPLY WITH THE ABOVE CONDITIONS**

If the Contractor fails to comply satisfactorily with any of the provisions of this technical specification, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No extension of time or payment for excess costs or damages shall be made for the time lost due to such stop action.

**7. MEASUREMENT AND PAYMENT**

The cost of the work under this technical specification shall not be paid for directly but shall be considered incidental to the prices bid for the various items of work in the Proposal Schedule.

**END OF SECTION 1**

## **SECTION 2**

## **CATCH BASIN AND MANHOLE INSPECTIONS**

The Contractor shall perform catch basin and manhole inspection work to determine the detailed condition of each specified catch basin and manhole within the project, and to collect data of every notable feature, defect, or other important information. The inspections shall be completed utilizing multiple processes consisting of data collections and data review, reporting, and delivery.

The Contractor shall be responsible for designing and implementing traffic control plans as required for catch basin and manhole inspections in accordance with TECHNICAL SPECIFICATIONS Section 8, "Traffic Control". Traffic control plans shall be designed by an engineer licensed in the State of Hawaii and shall conform to applicable provisions of the current "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), as amended, published by the Federal Highway Administration.

Design of the Contractor's traffic control plans for catch basin and manhole inspections and obtaining required approvals shall be the total responsibility of the Contractor. No additional time will be allowed for the design and processing for approval of the traffic control plans for catch basin and manhole inspections.

### **1. DATA COLLECTION**

Data Collection shall include above ground catch basin and manhole inspections which include documentation of inspection forms and digital photographs. Confined space entry is prohibited for all work on this project. Digital photographs shall be taken of the following items which include but is not limited to: area, upstream, downstream, the top and bottom of the catch basin or manhole cover, looking down, the ring, the rungs, abnormal conditions, and any visible defects.

#### **A. Catch Basins**

Catch Basins shall utilize the sample catch basin inspection form provided at the end of this technical specification.

#### **B. Manholes**

Manhole inspections shall be required in accordance with the National Association of Sewer Service Companies (NASSCO), Manhole Assessment and Certification Program (MACP). NASSCO, MACP inspection forms shall be used.

The Contractor shall utilize NASSCO MACP certified personnel to perform

both catch basin and manhole inspections and review. The Contractor shall provide documentation acknowledging MACP certification.

## 2. DATA REVIEW, REPORTING AND DELIVERY

The Contractor is responsible for reviewing collected data, coding observations, and completing the necessary inspection forms. Before CD's/DVD's and reports are turned over to the Officer-in-Charge, they shall be reviewed by a professional who has a minimum of one year documented experience in evaluating and prioritizing problems in manholes as a NASSCO MACP CERTIFIED evaluator.

## 3. SUBMITTALS

The Contractor shall provide a final report consisting of the following:

- A. Original forms completed in the field for each catch basin and manhole.
- B. PDF forms showing the information on the original forms transferred and typewritten in PDF format.
- C. Digital photographs labeled and indexed in a format designated by the Officer-in-Charge.
- D. Summary spreadsheet in Microsoft Excel format of the catch basin and manhole inspections. A sample of the summary is provided at the end of this technical specification.

The contractor must supply HHFDC with the original inspection forms along with two (2) CD's or DVD's or other pre-approved media containing items B, C and D above.

All records shall be available to the Officer-in-Charge for inspection during the performance of work and shall become the property of HHFDC after completion of the Project.

## 5. EXECUTION

The manhole inspections shall be done in accordance with NASSCO MACP standards and performed only by NASCCO MACP personnel meeting qualification requirements as specified in this technical specification.

The Contractor shall comply with all applicable traffic control requirements.

The Contractor shall be responsible for making all necessary arrangements for gaining access to work sites and catch basins/manholes in private property. In cases where manholes are hidden or buried, the Officer-in-Charge shall be notified.

The Contractor shall also inspect drain inlets within the project. Drain inlet inspections and requirements shall be similar to catch basin and manhole inspections as specified in this section. The Contractor shall utilize the NASSCO MACP inspection forms for drain inlet inspections.

Damage to private property, catch basins, manholes, drain inlets and appurtenances caused by the Contractor's work shall be repaired by the Contractor at no additional cost to HHFDC.

#### **4. MEASUREMENT AND PAYMENT**

Measurement of catch basins, manholes and drain inlets inspected under this technical specification shall be the actual number of catch basins, manholes and drain inlets inspected.

Payment for catch basin, manholes and drain inlet inspections, as measured above, shall be made at the unit price bid as provided for in the Proposal Schedule and shall be full compensation for the completed work.

**THE SAMPLE CATCH BASIN INSPECTION FORM (ORIGINAL AND FILLED OUT)  
AND SUMMARY SPREADSHEET FOLLOWS ON PAGES 2-4 THROUGH 2-6.**



## Selected Inspection Detail (Catch Basins)

ID	Inspected By	Inspection Date	Inspection Time		
		Drain Structure ID			
	Area/District	Priority Area Group <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input type="radio"/> 4			
	Address	Division	Zone	Section	Plat
	Location Description	Parcel	CPR		
		TMK			
		TMK			
		(Node) DPP CB ID#			
		Coordinates			
Type of Structure <input type="radio"/> CB <input type="radio"/> MH <input type="radio"/> Inlet <input type="radio"/> Outfall <input type="radio"/> Drainage Connection		Direction			
Condition of Structure <input type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Bad		Remarks			
		Illicit Connection Description			
First Picture Number		Last Picture Number			
Pipe Inlet(s)		Pipe Outlet(s)			
		Size	Type	Condition	
Asphalt	<input type="checkbox"/>	Cans	<input type="checkbox"/>	Concrete	<input type="checkbox"/>
Paper Goods	<input type="checkbox"/>	Plastics	<input type="checkbox"/>	Rock	<input type="checkbox"/>
Styrofoam	<input type="checkbox"/>	Water	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Other	<input type="checkbox"/>	Other Descriptions			
Severity Group <input type="radio"/> 0 <input type="radio"/> 1/4 <input type="radio"/> 1/2 <input type="radio"/> 3/4 <input type="radio"/> Full		Date Cleaned:	Method <input type="radio"/> Vector <input type="radio"/> Manual		
Pictures					
<b>Cleaning Information</b>					
Cleaning Crew:		Date Cleaned:	Cleaning Method <input type="radio"/> Vector <input type="radio"/> Manual		
Condition Confirmed <input type="radio"/> Yes <input type="radio"/> No		Severity <input type="radio"/> 0 <input type="radio"/> 1/4 <input type="radio"/> 1/2 <input type="radio"/> 3/4 <input type="radio"/> Full			
Cleaned Volume (cubic feet)	Width	x	Length	x	Depth = Total
Disposal Site		Disposal Fee			
First Picture Number		Last Picture Number			
Pictures					

## Selected Inspection Detail

ID 121178 Inspected By Mario Layugan

Area/District SALT LAKE AREA

Address 1086 Ala Lilikoi St

Location Description

Inspection Date 2/5/2014 Inspection Time 9:14

Drain Structure ID HSL 1-1-2

Priority Area Group ☐ 1 ☐ 2 ☒ 3 ☐ 4

TMK Division Zone Section Plat Parcel CPR

TMK 0-0-0-0

DPP CB ID# HSL 1-10525

Coordinates

Type of Structure ☒ CB ☐ MH ☐ Inlet ☐ Outfall ☐ Drainage Connection Direction

Condition of Structure Remarks

☒ Good  
☐ Fair  
☐ Bad

Illicit Connection ☐  
Description

First Picture Number 39

Last Picture Number 40

Pipe Inlet(s)

Pipe Outlet(s)

Size 18 Type RCP Condition Good

Asphalt ☐ Cans ☐ Concrete ☐  
Paper Goods ☐ Plastics ☐ Rock ☐  
Styrofoam ☐ Water ☐ N/A ☒  
Other ☐ Other Description

Glass ☐ Gravel ☐ Leaves ☐  
Sediment ☐ Silt ☐ Soil ☐

Severity Group ☒ 0 ☐ 1/4 ☐ 1/2 ☐ 3/4 ☐ Full Date Cleaned: Method ☐ Vactor ☐ Manual

Pictures

### Cleaning Information

Cleaning Crew Date Cleaned: Clean Method ☐ Vactor ☐ Manual

Condition Confirmed Yes ☐ No ☐ Severity ☒ 0 ☐ 1/4 ☐ 1/2 ☐ 3/4 ☐ Full

Cleaned Volume (cubic feet) Width x Length x Depth = Total

Disposal Site

Disposal Fee

First Picture Number

Last Picture Number

Pictures

Thursday, February 13, 2014

Page 1 of 1

[illegible]

## CATCH BASIN AND MANHOLE INSPECTIONS

## **SECTION 3**

## **ENVIRONMENTAL POLLUTION CONTROL**

### **1. WASTEWATER DISCHARGES/SPILLS**

- A. The Contractor shall be liable for any treatment of discharges that is required before disposal and for any fines, clean-up costs and damages which may occur through the violation of any federal, state or local law which may be applicable.
- B. The Contractor shall be liable for all clean-up, fines and damages resulting from wastewater spills related to any work activities. The Contractor shall not store chemicals, materials or equipment at the work site unless specifically authorized by the Officer-in-Charge.
- C. The Contractor shall prepare a Wastewater Spill Mitigation Plan as specified in TECHNICAL SPECIFICATIONS Section 4, "Maintaining the Existing Wastewater System". This plan shall be approved by the Officer-in-Charge prior to commencing work.
- D. For all Contractors' work affecting existing wastewater facilities, the Contractor shall anticipate and capture wastewater spills in containers. The Contractor's proposed plan for disposal of any captured wastewater shall be approved by the Officer-in-Charge prior to implementation. The Wastewater Spill Mitigation Plan shall include, at a minimum, spill containment, disposal, clean-up, and treatment methods for the captured wastewater as well as the disposal site. The Contractor shall be liable for all costs associated with the coordination, transport and treatment of wastewater discharges that may be required before ultimate disposal. Reference TECHNICAL SPECIFICATIONS Section 4, "Maintaining the Existing Wastewater System".

### **2. NOISE**

- A. The Contractor shall comply with the provisions of Chapter 46, Community Noise Control, of the State Department of Health, Hawaii Administrative Rules. In addition, all vehicles traveling on roadways shall meet the vehicular noise level requirements set by Chapter 42, Vehicular Noise Control for Oahu.
- B. The Contractor shall comply with the provisions of the Community Noise Control and obtain a Community Noise Permit for sound levels that exceed 78 dBA between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. The Contractor shall comply with conditional

use of the Community Noise Permit as specified in the rules and the conditions issued with the permit.

- C. Equipment, operating procedures, and noise mitigation measures employed shall reduce noise levels to acceptable levels of the Community Noise Permit at all nearby properties.

Engine generators shall be quiet type housed in an acoustical attenuation enclosure to reduce noise to required levels at the property lines of all residences and businesses. Equipment and on-site vehicles or devices requiring an exhaust of gas or air shall have mufflers.

- D. Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor.
- E. The Officer-in-Charge will notify the Contractor of any non-compliance with the foregoing provisions and the action to be taken. If the Contractor fails or refuses to comply promptly, the Contracting Officer, upon the recommendation of the Officer-in-Charge, may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No extension of time or payment for excess costs or damages shall be made for the time lost due to such stop in action.
- F. Within 14 calendar days after the Notice to Proceed date, the Contractor shall submit noise mitigation plans to the Officer-in-Charge for review.

### 3. ODOR

Confined space entry shall be prohibited for all work on this project. Any open sewer manholes or openings in the sewer pipe shall be sealed at all times to minimize dispersal of sewer pipe odor above ground.

The average concentration of hydrogen sulfide measured by a reference method shall not exceed thirty-five (35) micrograms per cubic meter of air (twenty-five (25) parts per billion) in any one-hour period in accordance with Chapter 59, Ambient Air Quality Standards, of Title 11, Hawaii Administrative Rules of the Department of Health. Provide odor scrubbers, fans, etc. as required.

Within 30 calendar days after the Notice to Proceed date, the Contractor shall submit odor mitigation plans to the Officer-in-Charge for review.

#### **4. MEASUREMENT AND PAYMENT**

The cost of the work under this technical specification, including all applicable permits, fees and renewals, shall not be paid for directly, but shall be considered incidental and included in the prices bid for the various items of work in the Proposal Schedule.

**END OF SECTION 3**

## **SECTION 4**

## **MAINTAINING THE EXISTING WASTEWATER SYSTEM**

The existing wastewater system and facilities shall be fully operational at all times.

When the existing wastewater system and facilities are affected by the Contractor's performance of the Contract, the Contractor shall provide adequate provisions to insure that sewage flow is maintained without spillage. Within 30 calendar days after the Notice to Proceed date, the Contractor shall submit a Wastewater Spill Mitigation Plan for approval to the Officer-in-Charge. The Wastewater Spill Mitigation Plan shall detail the procedures and provisions that the Contractor will implement to insure uninterrupted sewage flow throughout the Project and, should a spill occur, regulatory agencies' requirements are satisfied. Any revisions to the plan requested by the above agencies prior to approval shall be the responsibility of the Contractor. No activities involving the existing wastewater system and facilities will be allowed until the Contractor's Wastewater Spill Mitigation Plan has been approved.

The Contractor's Wastewater Spill Mitigation Plan, at minimum, shall include:

1. Specific details of all work which will affect the existing wastewater facilities.
2. A project schedule indicating when work affecting the existing wastewater facilities will occur.
3. Spill prevention, mitigation, containment, treatment, cleanup and disposal provisions including disposal site(s), and procedures to be implemented whenever wastewater facilities are affected. Reference TECHNICAL SPECIFICATIONS Section 3, "Environmental Pollution Control".
4. Reporting requirements that conform to the protocol in HAR Chapter 11-62, Appendix C, entitled Responses for Wastewater Spills, Overflows, and Discharges ("Spills"). Reporting requirements shall also include immediately informing the Officer-in-Charge prior to initiating the protocol and immediate coordination with the Hawaii Department of Health and EQ (telephone no. 692-5096) through the Officer-in-Charge. In the reporting requirements, revise the fax number for the DOH Wastewater Branch to 586-4300. A copy of the protocol from the Department of Health is provided at the end of this technical specification for information only. The Contractor shall obtain a current official copy from the DOH.
5. Identification of potential liabilities involved with working with the wastewater system, sewage spills, reporting requirements should spills occur, and monitoring requirements of pollutant discharges into receiving waters.

The Contractor shall be liable for any fines and damages relating to sewage spills or the failure to maintain normal sewage flows in the existing wastewater system. The Contractor shall be responsible for coordination of his work with the Officer-in-Charge to insure that his intended work procedures will be compatible with the

design and operation of the existing wastewater system and the work under the Project.

The Contractor shall be responsible for any damages to the existing wastewater system and facilities caused by his activities. This includes, but is not limited to, existing sewer lines, manholes, and other improvements.

The Contractor shall be responsible for all costs and any claims, and to return all affected facilities and property back to its original working conditions. This includes, but is not limited to, restoring or replacing all materials, equipment, property, or improvements damaged or disturbed as a result of the Contractor's activities.

The Contractor shall keep all existing sewer manholes and sewer lines accessible to maintenance crews at all times. Temporary barricades and other provisions shall be installed as required to allow the emergency access to these existing sewer facilities at all times. In addition, access shall not be blocked or hindered by the Contractor's parked vehicles or stored equipment and materials.

Payment for all costs and work performed under this section shall not be made directly but shall be considered incidental and included in the prices bid for the various items of work in the Proposal Schedule.

HAR CHAPTER 11-62, APPENDIX C FOLLOWS ON THE SUBSEQUENT PAGES  
OF THIS SECTION



## CHAPTER 11-62 APPENDIX C

### RESPONSES FOR WASTEWATER SPILLS, OVERFLOWS, AND DISCHARGES ("SPILLS")

April 15, 1997

#### Table of contents

1. Points of contact
2. Spills into state waters, excluding R-1 water from recycled water systems
3. Spills into state waters of R-1 water from recycled water system
4. Spills to ground only - with public access
5. Spills to ground only - with no public access
6. Spills to ground only - R-1 water only
7. Press release
8. Monitoring of state water
9. Reporting
10. Modifications by the director

#### **1. Points of contact**

Agency	Phone	Fax
Clean Water Branch (CWB)	586-4309	586-4352
Wastewater Branch (WWB)	586-4294	586-4352
<u>Environmental Health Programs (EHP)</u>		
Hawaii District Health Office	933-4371	933-4669
Kauai District Health Office	241-3323	241-3480
Maui District Health Office	984-8234	984-8237
State Hospital Operator (SHO)	247-2191	
Communications Office		586-4444

#### **2. Spills from any facility into state waters, excluding R-1 water from recycled water systems**

- a. Applicability. Any wastewater spill which enters into state waters from a public or private wastewater system.

## CHAPTER 11-62 APPENDIX C

- (1) "State waters" has the meaning defined in HRS section 341-D, and includes drainage ditches, whether or not water is always flowing in them.
  - (2) Exclusion. Spill of R-1 water covered by Appendix J to HAR chapter 11-5, "NPDES General Permit Authorizing Discharges of R-1 Water from Recycled Water Systems". That general permit does not cover spills from treatment works.
- b. Immediate notice to DOH. If a spill occurs during working hours:
- (1) The wastewater system owner or its agent (owner/agent) shall immediately notify the CWB of any spill into state waters; and
  - (2) If a spill occurs on the neighbor islands, the owner/agent shall also immediately notify their respective district environmental health program chief.
- If a spill occurs during non-working hours:
- (1) Contact the state hospital operator; and
  - (2) The next working day notify the CWB and the respective district EHP chief with a follow-up call.
- c. Press Release. The owner/agent shall immediately send out a press release for spills of a thousand gallons or more and for lesser spills if they present a substantial threat to public health. A press release shall comply with section 7. A press release is not required if the owner/agent demonstrates that the spill was of R-1 water and that BMPs as approved by the director were implemented.

**CHAPTER 11-62 APPENDIX C**

- d. Disinfection. The owner/agent shall disinfect wastewater which is continuously being spilled into nearshore waters if sufficient disinfection contact time is available. Best judgment should be used in determining the amount of chlorine added to the discharge if chlorine is used as a disinfectant. Disinfection is not required if the owner/agent demonstrates that the spill was either R-1 or R-2 water and that BMPs as approved by the director were implemented.
- e. Warning signs. The owner/agent shall immediately post warning signs in the area(s) likely to be affected by the spill and where public access is possible. Posting of warning signs is not required if the owner/agent demonstrates that the spill was of R-1 water and that BMPs as approved by the director were implemented.

The director shall also assure that a sufficient number of warning signs have been posted and the locations are adequate. Authorization to remove the signs shall also come from the director.
- f. Monitoring. The owner/agent shall conduct bacterial monitoring for any spill greater than 100 gallons or when public health may be threatened in accordance with section 8. Monitoring is not required if the owner/agent demonstrates that the spill was R-1 water and that BMPs as approved by the director were implemented.
- g. Reporting. The owner/agent shall report to the CWB under section 9.a.

**3. Spills into state waters of R-1 water from recycled water systems**

## CHAPTER 11-62 APPENDIX C

- a. Applicability. Any spills of R-1 water covered by Appendix J to HAR chapter 11-55, "NPDES General Permit Authorizing Discharges of R-1 Water from Recycled Water Systems."
  - (1) "State waters" has the same meaning defined in HRS section 342D-1, and includes drainage ditches, whether or not water is always flowing in them.
  - (2) Exclusion. The general permit does not cover spills from treatment works.
- b. Requirements. Among other things, the general permit requires filing a Notice of Intent before any discharge, compliance with standard conditions in appendix A of chapter 11-55, implementation of best management practices (BMPs), monitoring of discharges, avoiding violations of water quality criteria, and specified reporting. The full statement of requirements appears in the general permit.

### 4. Spills to ground only - with public access

- a. Applicability. Any wastewater spill from a wastewater system onto the ground and that does not enter state waters but is in an area which is or may be accessible to the public.
  - (1) In this appendix, the public includes hotel, apartment, and condominium residents and guests, or condominium apartment owners at their own condominium, and management personnel and building or facility staff, unless the person is specifically an operator of the wastewater system or a manager of the property.
  - (2) In this appendix, areas inaccessible to the public include areas:

## CHAPTER 11-62 APPENDIX C

- (a) Confined within a fenced or walled (six foot high with locked gate or door) area; and
    - (b) Contact with the spill is limited to wastewater system operating personnel and management personnel for the property owner or lessee.
  - (3) Exclusion. Spills of R-1 water provided the owner/agent demonstrates that the spill was of R-1 water and that BMPs as approved by the director were implemented.
- b. Immediate notice to DOH. If a spill of a thousand gallons or more occurs during working hours:
- (1) On Oahu, the wastewater system owner/agent shall immediately notify the WWB; or
  - (2) On the neighbor islands, the owner/agent shall immediately notify their respective district EHP chief.
- If a spill of a thousand gallons or more occurs during non-working hours:
- (1) Contact the state hospital operator; and
  - (2) The next working day notify the WWB or on the neighbor islands, the respective district EHP chief with a follow-up call.
- c. Press release. The owner/agent shall immediately send out a press release for spills of a thousand gallons or more, and for lesser spills if they present a substantial threat to public health. A press release shall comply with section 7.

## CHAPTER 11-62 APPENDIX C

- d. Disinfection. The owner/agent shall disinfect the wastewater that is spilled onto the ground if the wastewater remains ponded on the ground for any sufficient length of time or if the discharge continues for any significant duration. Disinfection is not required if the owner/agent demonstrates that the spill was R-2 water and that BMPs as approved by the director were implemented.
- e. Warning signs. The owner/agent shall immediately post warning signs in the vicinity of the spill area.
- f. Clean up. All spill sites shall be cleared of all debris and standing wastewater, and disinfected pursuant to section 4.d.

In areas containing standing wastewater which cannot be removed, the owner/agent shall limit public access by having barricades or other means.

- g. Reporting. The owner/agent of a public wastewater system shall report to the WWB as follows:
  - (1) For spills of a thousand gallons or more, the owner/agent shall report to the WWB under section 9.a.
  - (2) For spills less than a thousand gallons, immediate notice and reporting are not required. A tabulated summary of all spills less than a thousand gallons each shall be submitted to the WWB on a quarterly basis in accordance with section 9.b.
  - (3) Exfiltration. Reporting of leaks or breaks in pipelines discovered during inflow/infiltration repair work is not required. These situations are considered exfiltration.

CHAPTER 11-62 APPENDIX C

5. Spills to ground only - with no public access

- a. Applicability. All wastewater spills from any public or private wastewater system that does not enter state waters and are in areas inaccessible to the public.
  - (1) The public and inaccessibility are described in section 4.a.
  - (2) Exclusion. Spills of R-1 water provided the owner/agent demonstrates the spill was of R-1 water and that BMPs as approved by the director were implemented.
- b. Immediate notice to DOH. If a spill of a thousand gallons or more, and for spills occurring more than twice within a 12 month period within the confines or fence line of a wastewater system, the owner/agent shall notify the WWB within 24 hours.
- c. Reporting. For spills of a thousand gallons or more, and for spills occurring more than twice within a 12 month period within the confines or fence line of a wastewater system, the owner/agent shall report to the WWB under section 9.a.
- d. Recording. The owner/agent shall record and tabulate the date and time of the spill, the amount released, the cause(s) for the spill, clean up efforts, and remedial actions taken to prevent future spills for all spills greater than 50 gallons as they happen. The owner/agent shall keep the records and tabulations on site and make the records and tabulation available to the director for inspection and copying.

## CHAPTER 11-62 APPENDIX C

### 6. Spills to ground only - R-1 water only

- a. Applicability. Spills of R-1 water provided the owner/agent demonstrates the spill was of R-1 water and that BMPs as approved by the director were implemented.
- b. Notice to DOH.
  - (1) For spills of a thousand gallons or more occurs, the wastewater system owner/agent shall notify the WWB at least by phone by the end of the next working day. The notice shall provide the information required by section 6.d(1), below.
  - (2) For spills of less than a thousand gallons, but more than fifty gallons, next day notice is not required, but the wastewater system owner/agent shall record the information and report as required by section 6.d.
- c. Warning signs. For spills greater than fifty gallons, the owner/agent shall immediately post warning signs in the vicinity of the spill area.
- d. Reporting. The owner/agent of a wastewater system shall report in writing to the WWB as follows:
  - (1) Information of each spill shall include at least the spill's date, time, location, quantity, the reason for the spill, and any corrective action.
  - (2) For spills more than fifty gallons, a tabulated summary shall be submitted to the WWB each year with the summary report required by section 11-62-28.



## CHAPTER 11-62 APPENDIX C

### 7. Press release

The press release shall describe the location of the spill, the amount of wastewater released, what caused the spill, and what is being done to correct the situation. Also, include a contact person and telephone number (including an after hours/weekend contact). At a minimum, the press release shall be faxed or telephoned to the following:

- a. Associated Press (for radio dissemination);
- b. Major statewide and island newspapers;
- c. Major television news stations;
- d. Department of Health, Communications Office, Oahu
- e. CWB if into state waters, otherwise WWB; and
- f. For neighbor island spills, also include faxing the press release to the respective island DHOs.

### 8. Monitoring of state waters

Monitoring shall begin as soon as possible and be conducted in the receiving water area affected by the spill. Bacterial monitoring is not required if the owner/agent demonstrates that the spill was of R-1 water and that BMPs as approved by the director were implemented.

For spills entering fresh or brackish waters, the bacterial monitoring shall consist of sampling for the following indicator organisms:

- a. Fecal coliform; and
- b. *Clostridium perfringens*.

For spills entering marine waters, the bacterial monitoring shall consist of sampling for the following indicator organisms:

## CHAPTER 11-62 APPENDIX C

- a. Enterococci; and
- b. Clostridium perfringens.

Results of the bacterial monitoring shall be submitted to the director in care of the CWB immediately. Monitoring shall continue until notification to stop is received from the director. With the approval of the director, on a case by case situation, some protocol requirements such as sampling or sign posting may be waived.

The director shall also be informed of the sampling stations and may modify the number of stations and site selection.

The director may require additional bacterial monitoring by the owner/agent to supplement their existing monitoring program, as may be necessary or appropriate.

### 9. Reporting

- a. When required above, the owner/agent shall submit a written report of the details of the spill within five (5) calendar days of the incident to the director in care of the CWB or WWB as applicable. The director may waive the five day written reporting requirement on a case by case basis provided that the director receives a request for waiver prior to the due date of the report.

The report shall include the date and time of the spill, the amount released, the cause(s) of the spill, location where the spill entered state waters (storm drains, ditches, streams, etc.), clean up efforts, remedial actions to prevent future spills, a summary of the monitoring data, a map of the

## **CHAPTER 11-62 APPENDIX C**

sampling locations and public notification procedures if applicable.

- b. For spills not reported under section 9.a. and when required above, the owner/agent shall tabulate the following information: the date and time of the spill, the amount released, the cause(s) for the spill, clean up efforts, and remedial actions taken to prevent future spills. The owner/agent shall submit each quarter's tabulation to the WWB within 30 days after the quarter.

### **10. Modifications by the director**

With the approval or under the direction of the director, response requirements may be increased, changed, reduced, or eliminated. For example, the director may require the owner/agent to post additional Warning Signs as needed or may assist in the removal of warning signs.

Situation	Immediate Notification to	Press Release <sup>1*</sup>	Disinfect <sup>**</sup>	Warning Signs <sup>*</sup>	Clean Up <sup>2</sup>	Monitor <sup>*</sup>	Follow Up Written Report to
Into State Waters - All Wastewater Systems (Section 2)	CWB or EHP (SOSC/SO) <sup>*</sup>	yes	yes	yes	no	yes	CWB
Not Into State Waters w/Public Access - Public Wastewater Systems (Section 3) <sup>*</sup>	WWB or EHP (SOSC/SO) <sup>*</sup>	yes	yes	yes	yes	no	WWB <sup>*</sup>
Not Into State Waters w/Public Access - Private Wastewater Systems (Section 4) <sup>*</sup>	WWB or EHP (SOSC/SO) <sup>*</sup>	yes	yes	yes	yes	no	WWB <sup>*</sup>
Not Into State Waters w/o Public Access - All Wastewater Systems (Section 5) <sup>*</sup>	WWB <sup>*</sup>	no	yes	yes	yes	no	WWB <sup>*</sup>

\*Except for proven R-1 water and BMP Compliance

\*\*Except for proven R-2 water and BMP Compliance

<sup>1</sup>If spill greater than or equal to 1,000 gallons or spill may threaten public health

<sup>2</sup>Or barricade if clean up not possible

## SECTION 5

## QUALIFICATION OF BIDDERS

The prospective bidders must be capable of performing National Association of Sewer Service Companies (NASSCO), Pipeline Assessment and Certification Program (PACP) certified Closed-Circuit Television (CCTV) inspection work, for which bids are being called, using CCTV work force members who meet the minimum experience requirements established by HHFDC. Prior to the opening of bids, HHFDC shall evaluate bidders' work force qualifications and, from these evaluations, HHFDC shall be the sole judge as to whether bidders are "qualified" or "disqualified".

Bidders shall thoroughly reference and understand the provisions and instructions of this technical specification, the BIDDER'S STATEMENT OF QUALIFICATION form, and all sections of this Bid Proposal.

### 1. GENERAL

Each prospective bidder must complete, have notarized, and submit to HHFDC the BIDDER'S STATEMENT OF QUALIFICATION form that has been made a part of these Bid Documents which shall subsequently become contract documents upon execution of a contract with the awardee of this bid proposal. Failure to submit a fully completed and notarized form by the time and date indicated on the form will be sufficient cause for HHFDC to disqualify a prospective bidder.

From the responses to the BIDDER'S STATEMENT OF QUALIFICATION form and other available information, HHFDC will determine whether a bidder's CCTV work force meets the minimum requirements established by HHFDC for satisfactory performance of the intended work. The final decision whether a bidder is deemed qualified or disqualified lies solely with HHFDC. Bidders, who in the judgment of HHFDC have not provided qualified work force members or have not provided adequate evidence of qualification, will be deemed disqualified to undertake the contract and will have their bids rejected.

All members of the Contractor's CCTV work force must be under the Contractor's, or his subcontractor's, employment at the time of bid opening.

### 2. CCTV CONTRACTOR AND WORK FORCE QUALIFICATIONS

CCTV work for main lines shall be performed by a Contractor and work force that can be shown to possess experience in work similar in scope and technical requirements as described herein. The following minimum experience requirements shall be met by the CCTV Contractor and work

force to be qualified for this bid proposal and subsequent contract. The qualified CCTV work force shall include, but not be limited to, the CCTV work supervisor and one CCTV work crew member. Qualified work force members must directly provide the specific work for which they have been qualified until such work has been completed and accepted by HHFDC. The Contractor is responsible to have sufficient qualified employees to assure continuity of work with no delays in completing the work within the specified contract period.

- A. The Contractor shall have as a minimum 3 years of experience in sewer, drain and box culvert inspections.
- B. The Contractor shall have successfully completed at least five (5) PACP CCTV SEWER inspection projects each of 10,000 linear feet or more. Of each qualifying project, a cumulative 5,000 linear feet of PACP inspected sewer pipe must be diameters of 8 inches or greater.
- C. The Contractor shall have successfully completed at least three (3) PACP CCTV DRAIN inspection projects each of 1,000 linear feet or more.
- D. PACP CCTV SEWER work shall be performed under the direct supervision of an experienced NASSCO PACP certified supervisor who has obtained field experience on at least three (3) successfully completed projects performed according to PACP standards in the United States over which he had direct supervision over PACP CCTV SEWER inspection work. The three (3) qualifying projects shall each have involved the successful PACP certified CCTV inspection of a minimum of 3,000 linear feet of sewer pipe, of which a cumulative 2,000 linear feet were of 8-inch or larger diameter.
- E. PACP CCTV DRAIN work shall be performed under the direct supervision of an experienced NASSCO PACP certified supervisor who has obtained field experience on at least two (2) successfully completed projects performed according to PACP standards in the United States over which he had direct supervision over PACP CCTV DRAIN inspection work. The two (2) qualifying projects shall each have involved the successful PACP certified CCTV inspection of a minimum of 500 linear feet of drain pipe or box culvert.
- F. Besides the CCTV work supervisor, at least one (1) other CCTV work crew member shall be NASSCO PACP certified and have direct experience with PACP certified CCTV SEWER inspection. The work crew member shall have directly participated on a minimum of three (3) successfully completed CCTV SEWER inspection projects

performed according to PACP standards in the United States. The three (3) qualifying projects shall each have involved the successful PACP CCTV SEWER inspection of a minimum of 2,000 linear feet of sewer pipe, of which a cumulative 1,500 linear feet were of 8-inch or larger diameter.

- G. Besides the CCTV work supervisor, at least one (1) other CCTV work crew member shall be NASSCO PACP certified and have direct experience with PACP certified CCTV DRAIN inspection. The work crew member shall have directly participated on a minimum of two (2) successfully completed CCTV DRAIN inspection projects performed according to PACP standards in the United States. The two (2) qualifying projects shall each have involved the successful PACP CCTV DRAIN inspection of a minimum of 500 linear feet of drain pipe or box culvert.

### 3. PERSONNEL REASSIGNMENT

If the Contractor desires to reassign or replace personnel who have been qualified by HHFDC, a written request to HHFDC naming replacement personnel shall be made. The request shall include documentation of replacement personnel work qualifications and experiences which demonstrate that the minimum qualifications of this technical specification are met. Written favorable review from HHFDC of replacement personnel's qualifications shall be obtained prior to employing such personnel on the Project.

If qualified personnel leave the Contractor's employment during the Contract, the Contractor shall provide replacement personnel who meet the minimum qualifications established by HHFDC.

No extension of Contract time will be allowed for the time required to find replacement personnel or to receive HHFDC approval for such personnel.

### END OF SECTION 5

## **SECTION 6**

## **SEWER LINE, DRAIN LINE, CATCH BASIN AND MANHOLE CLEANING**

### **1. GENERAL REQUIREMENTS**

The Contractor shall be responsible for cleaning sewer lines, drain lines, catch basins and manholes should CCTV inspections become halted due to obstacles within the sewer or drain system. The cleaning work shall be performed by experienced personnel and shall be cleaned sufficiently to allow CCTV inspections to resume.

The term "clean" as used in these specifications shall be defined as the removal of sufficient materials to allow passage of the necessary inspection equipment and materials.

The term "manhole section" as used in these specifications shall mean the length of sewer pipe or drain pipe connecting two adjacent structures.

The work covered by this technical specification shall consist of furnishing all labor, materials, equipment, and supervision to perform all work necessary to clean the sewer lines, drain lines, catch basins and manholes. Television inspection shall be performed after completion of the sewer line, drain line, catch basin and manhole cleaning per TECHNICAL SPECIFICATIONS Section 7, "Television Inspection".

All work will be performed by experienced personnel using equipment and materials which meet the requirements hereinafter specified. The Contractor shall obtain a fire hydrant use permit and hydrant meter from the Board of Water Supply (BWS) prior to any use of water from a fire hydrant. The Contractor shall obtain all necessary permits required for the proper disposal of debris and other materials resulting from the cleaning work.

The Contractor shall be responsible for designing and implementing traffic control plans as required for sewer line, drain line, catch basin and manhole cleaning in accordance with TECHNICAL SPECIFICATIONS Section 8, "Traffic Control". Traffic control plans shall be designed by an engineer licensed in the State of Hawaii and shall conform to applicable provisions of the current "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), as amended, published by the Federal Highway Administration.

Design of the Contractor's traffic control plans for sewer line, drain line, catch basin and manhole cleaning and obtaining required approvals shall be the total responsibility of the Contractor. No additional time will be allowed for the



design and processing for approval of the traffic control plans for sewer line, drain line, catch basin and manhole cleaning.

## 2. SAFETY AND EXPERIENCE

The Contractor shall have a documented, in place safety program which meets or exceeds all Federal and State OSHA regulations. Confined space entry shall be prohibited for all cleaning work.

Additionally, the Contractor shall have successfully performed a minimum of 10,000 linear feet of cleaning of sewer lines of 8 inch or larger diameter. The Contractor shall also have successfully performed a cumulative minimum of 1,000 linear feet of cleaning of drain lines or box culverts. The Contractor shall submit documentation of his meeting this minimum requirement within 14 calendar days of the Notice to Proceed date.

## 3. EQUIPMENT

All sewer and drain manhole sections, catch basins and manholes requiring cleaning shall be cleaned using vacuum and/or high velocity sewer and drain cleaning equipment as specified herein, and the selection of equipment to be used shall be based on the condition of the sections at the time the work commences. The equipment and the methods selected for cleaning shall be capable of removing all dirt, sand, grease, rocks, and other deleterious materials from the sewer lines, drain lines, catch basins and manholes.

All cleaning equipment shall be used in a manner to ensure that all dirt, mud, sand, grease, roots and other fine materials have been removed. Satisfactory precautions shall be taken to protect the sewer lines, drain lines, catch basins and manholes from damage that might be inflicted by the use of the cleaning equipment.

When additional quantities of water from nearby fire hydrants are necessary to avoid delays in the normal working procedure and use of such quantities of water have been approved by BWS, the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed at any time. All sludge, dirt, rocks, sand, grease, and other solid or semi-solid materials resulting from all types of cleaning operations shall be trapped and removed at the downstream manhole or catch basin of the section being cleaned. Passing materials from manhole section to manhole section shall not be permitted. All solid or semi-solid materials resulting from the cleaning operations shall be removed from the Project area and properly disposed of by the Contractor, in accordance with applicable city, state and/or federal laws, regulations, and statutes. An appropriate disposal site shall be arranged for by the Contractor and approved by the Officer-in-Charge. All permits required for the proper

transportation and disposal of the materials shall be the sole responsibility of the Contractor.

**A. Vacuum Removal/Cleaning Equipment**

This equipment shall be truck mounted for ease of operation, and designed for cleaning and vacuuming of materials in the sewer and drain pipe. The equipment shall be capable of removal of materials a distance of 500 feet from the operating manhole. The equipment used shall have the capability of moving a minimum of 8,500 cubic feet per minute (cfm) of vacuum.

**B. High Velocity Hydrocleaning Equipment**

All high velocity cleaning equipment shall be truck mounted for ease of operation. The equipment shall have a minimum of 500 feet of one inch I.D. high pressure hose with a selection of four or more cleaning nozzles.

The equipment shall have a minimum capacity of 60 gpm and a working pressure of 1,200 psi. The nozzles shall be capable of producing a scouring action from 15 degrees to 45 degrees in all size lines designated to be cleaned. The equipment shall also include a high pressure gun for washing and scouring catch basin and manhole walls and floors. Catch basins and manholes shall be pressure washed at a minimum pressure of 4,000 psi.

The equipment shall carry its own 1,200 gallon water tanks capable of holding auxiliary engines, pumps, and a hydraulically driven hose reel.

All controls shall be located so that the equipment can be operated from above ground with minimal interference to existing traffic and/or danger to the operator.

Manhole and hose guides shall be used to protect the hose from wear.

Root cutter attachments shall be hydraulically operated and designed to clear 6" and larger diameter sewer lines and drain lines. Cutters shall have rear propelling jets, revolving jets and replaceable cutting blades inside a protective cage.

**C. Bucket Machines**

Bucket machines shall be used in pairs with sufficient power to perform the work in an efficient manner. Machines shall be belt powered or have

an overload shutoff device. Machines with a direct drive that could cause damage to the pipe will not be allowed.

Whenever lines to be cleaned show evidence of being more than half filled with solids, bucket machines shall be utilized where appropriate to remove the major portion of the materials before hydraulic equipment is brought in to use to finish cleaning. Otherwise multiple passes shall be done with hydraulic equipment.

Whenever bucket machines are used, work shall be limited to one manhole section at a time. A bucket of proper size shall be placed in the downstream manhole and pulled at intervals toward the upstream manhole until the entire manhole section has been cleaned. Upon completion of the bucketing operation, high-velocity sewer and drain cleaning equipment shall be used to ensure that all sand, grease and other fine materials have been removed. Satisfactory precautions shall be taken to protect the sewer lines and drain lines from damage that might be inflicted by the improper use of cleaning equipment. Contractor shall be responsible for any damage caused by his work. Precautions shall also be taken to control any dripping on the ground since this will be construed as a spill.

#### 4. EXECUTION

- A. Cleaning shall commence at the upstream manhole section and proceed downstream.
- B. The Contractor shall comply with all applicable traffic control requirements.
- C. Open catch basins and manholes shall not be left unattended.
- D. Materials resulting from the cleaning operations shall be trapped and removed from the downstream catch basin or manhole of the manhole section being cleaned. No materials shall be allowed to continue through the downstream catch basin or manhole into an adjacent manhole section at any time.

The Contractor shall be responsible for properly disposing of all materials removed in accordance with applicable city, state and/or federal laws, regulations, and statutes. Under no circumstances shall sewage or solids be dumped onto streets, or into ditches, catch basins, storm drains, or the ocean.

- E. Where hydraulically propelled cleaning tools are utilized, precautions shall be taken to ensure that the water pressure created does not cause damage or flooding to public or private property.
- F. The sewer lines, drain lines, catch basins and manholes shall be cleaned to a degree of cleanliness as specified and as necessary for subsequent television inspection.
- G. Damage to private property, sewer and drain pipes, catch basins, manholes and appurtenances caused by the Contractor's work shall be the sole responsibility of the Contractor who is required to remedy these damages at no additional cost to HHFDC.

## 5. SUBMITTALS

### A. Work Procedure

Submit for review, a description of the procedures to be followed to accomplish the work and the necessary equipment to be used. Submittal shall be at least 30 calendar days prior to initiating the work.

### B. Records

Maintain printed records of all cleaning performed, including the manhole section (start catch basin/manhole number to end catch basin/manhole number), line size, length of the section, type of pipe, length cleaned, cleaning method(s) used, special remarks and observations, and other pertinent data. Similar records shall be maintained for the cleaning of catch basins and manholes. These records shall be available to the Officer-in-Charge for inspection during the performance of work and shall become the property of HHFDC after completion of the Project.

### C. Safety and Experience

Submit documentation required under Subsection "Safety and Experience."

### D. Availability of Records

All records shall be available to the Officer-in-Charge for inspection during the performance of work and shall become the property of HHFDC after completion of the Project.

## 6. MEASUREMENT AND PAYMENT

Measurement of sewer lines and drain lines cleaned under this technical specification shall be the actual lineal footage completed. Measurement shall generally be from inside face to inside face of adjacent catch basins/manholes. Catch basin and manhole cleaning shall not be measured separately but shall be considered incidental to sewer line and drain line cleaning.

Payment for sewer line and drain line cleaning, as measured above, shall be made at the unit price bid as provided for in the Proposal Schedule and shall be full compensation for the completed work. Payment for catch basin and manhole cleaning shall not be paid for directly but shall be considered incidental and included in the unit prices bid for sewer line and drain line cleaning. No additional payment shall be made for additional cleaning and material removal necessary to achieve the specified degree of cleaning.

#### **END OF SECTION 6**

## **SECTION 7 TELEVISION INSPECTION**

### **1. GENERAL**

Closed-circuit television (CCTV) inspection of sewer lines and drain lines shall be required in accordance with the National Association of Sewer Service Companies (NASSCO), Pipeline Assessment and Certification Program (PACP). Sewer lines and drain lines shall be internally inspected by insertion of a closed-circuit camera, which records colored imagery, into the sewer line and drain line for the purpose of remote visual inspection to determine the condition of the pipe and joints, the location and extent of any breaks or obstructions, the degree of any infiltration, the location of service connections, and presence of abnormal line and grade conditions. Television inspection of catch basin and manhole conditions in accordance with NASSCO standards shall be by the same method unless otherwise authorized by the Officer-in-Charge.

Video inspections shall utilize digital video on Compact Digital Video Disk (DVD) as the primary source of documentation, with secondary field logs and written reports also being submitted to HHFDC.

The Contractor shall be responsible for designing and implementing traffic control plans as required for CCTV inspections in accordance with TECHNICAL SPECIFICATIONS Section 8, "Traffic Control". Traffic control plans shall be designed by an engineer licensed in the State of Hawaii and shall conform to applicable provisions of the current "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), as amended, published by the Federal Highway Administration.

Design of the Contractor's traffic control plans for CCTV inspections and obtaining required approvals shall be the total responsibility of the Contractor. No additional time will be allowed for the design and processing for approval of the traffic control plans for CCTV inspections.

### **2. CONTRACTOR REQUIREMENTS**

- A. The Contractor shall have a documented, in place safety program which meets or exceeds all Federal and State OSHA regulations. Confined space entry shall be prohibited for all work on this project.
- B. The Contractor shall meet the qualification requirements specified in TECHNICAL SPECIFICATIONS Section 5, "Qualification of Bidders". The Contractor shall submit documentation of meeting these requirements at least 10 calendar days prior to submission of bid. Documentation shall include copies of inspection videos and reports of

prior successfully completed television inspection projects. The Contractor shall utilize NASSCO PACP certified personnel to perform the CCTV inspection. The Contractor shall provide documentation acknowledging PACP certification.

### 3. SUBMITTALS

#### A. Video Picture Quality Assurance

Within 14 calendar days of contract execution, the Contractor shall furnish the Officer-in-Charge with video recordings of actual prior sewer line and drain line inspections performed by the Contractor on another recent project which meets these job specifications and, upon approval, use these video recordings throughout the Project as a standard which the Contractor's video picture quality must meet. The video recordings shall become the property of HHFDC.

#### B. Work Procedure

Submit a description of the set up and work procedure to be followed to accomplish the work and the necessary equipment to be used for approval prior to start of closed-circuit television inspection work.

#### C. Documentation

Documentation shall consist of electronic video files in DVD quality, color video in MPEG 2 format or better, log sheets, and written reports utilizing NASSCO PACP coding standards separately detailing conditions of the sewer lines and drain lines, pipe grade, pipe joints, lateral connections, catch basins, manholes, plastic linings, and catch basin/manhole connections. The reports shall note the time and date of video inspection, sewer main or drain line, upstream and downstream catch basin/manhole, direction of view, direction of flow, surface material, pipeline length, pipe section length, pipe size, pipe material, lateral connections, video recording number, counter number, and a detailed logging of defects encountered. A map shall be provided in the report showing the sewer lines and drain lines with catch basins and manholes clearly labeled.

The sewer main "Sewer ID" and drain line "Line ID" and "Node ID", as indicated in the City's GIS sewer/storm water feature layers, shall be used to identify the sewer and drain pipes, laterals, catch basins and manholes on the video and image data files.

The naming convention of the CCTV files shall conform to the format established by the City and County of Honolulu, Department of Environmental Services, Collection System Maintenance (CSM) Division outlined as follows:

XXXXXX\_YYYYMMDD\_hh{one space}mm\_dddddd

Where:

XXXXXX is the six or seven digit City Pipe Sewer Identification Number of the pipe inspected. Or for drain lines the City Pipe Line Identification Number of the pipe inspected.

If there are lines without Sewer or Drain ID numbers the Contractor shall establish a numbering convention and submit to the contracting officer for approval.

YYYY is the year in four digits that the video was generated.

MM is the month in two digits that the video was generated.

DD is the day of the month in two digits that the video was generated.

hh is the number of full hours past midnight in two digits that the video creation was started.

mm is the number of minutes past the hour in two digits that the video creation was started.

dddddd is the direction that the CCTV inspection camera proceeded during the video inspection.

The only allowable values are Upstream and Downstream. This text will always have an uppercase first character with the remainder of the characters lowercase.

The following are correct filenames:

298389\_20101123\_13 41\_Upstream.ptv

289611\_20101123\_10 29\_Downstream.mpg

Each DVD disc or digital image shall be labeled with an identification number that provides a link to the other data tables and hard-copy logs.

All records shall be available to the Officer-in-Charge for inspection during the performance of work and shall become the property of HHFDC after completion of the Project.



- 1) Television Inspection Forms (PACP Standard and Top View Report .pdf files)

Computer generated location records shall be kept by the Contractor, which clearly show points of significance in relation to an adjacent catch basin or manhole. Points of significance such as locations of laterals, infiltration, unusual conditions, roots, side main connections, broken pipe sections, presence of scaling and corrosion, pipe grade deficiencies, and other discernable features shall also be recorded and a copy of such records shall be submitted to HHFDC. These records shall be recorded on the "Television Inspection Report."

- 2) Photographs

Digital photographs of the television picture of pipeline problems or unusual conditions found shall be taken by the Contractor upon request by the Officer-in-Charge. The Contractor shall record, on still photograph, sources and potential sources of infiltration/inflow, structural defects, and abnormal conditions for subsequent review.

- 3) Video Recordings (.ptv file)

The purpose of video recordings shall be to supply a visual and audio baseline record of all sewer lines and drain lines in the Project area.

Video recording playback shall be at the same speed that the video was recorded at. Slow motion and/or stop motion playback features shall be provided by the Contractor. The Contractor shall have all video and necessary playback equipment readily available for review by the Officer-in-Charge throughout the contract. Recordings shall be taken and narrated by the operating technician during all phases of inspection and the work, and shall be submitted in Pipetech ® format and capable of replay on a computer with a DVD reader and Windows Media Player. All original DVDs of the video inspections shall be submitted to HHFDC upon completion of the video inspections. Two copies of the DVD quality, MPEG-2 color video files shall be submitted to HHFDC upon completion of the CCTV inspections. The DVDs shall be packaged in plastic cases for handling.

#### 4. EQUIPMENT

Equipment used in the work of this technical specification shall be produced by manufacturers regularly engaged in the manufacture of equipment specifically designed for sewer line and drain line inspection. CCTV equipment shall include television cameras, television monitor, cables, power sources, transporters and other equipment. The remote-reading footage counter shall be accurate to less than 1% error over the length of the section of sewer line or drain line being inspected. The distance shall be measured from the centerline of the upstream catch basin or manhole to the centerline of the adjacent downstream catch basin or manhole. Telephones, radios, or other suitable means of communication shall be set up to ensure that adequate communication exists between members of the CCTV crew. The CCTV inspection system to be utilized for this contract shall be approved by the Officer-in-Charge prior to the work being performed.

The video camera shall be mounted on a skid, floatable raft system, or transporter based on the existing conditions of the sewer line or drain line to be televised. The camera and the skid, raft, or transporter system shall be furnished with emergency pullback cables of sufficient strength for all retrieving situations.

Cameras shall be of the "articulating head" type to allow laterals, pipe joints, and pipeline defects to be viewed directly. The inspection will be done in one manhole section at a time, and the section being inspected shall be suitably isolated from the remainder of the sewer line or drain line system as required or as directed by the Officer-in-Charge.

The television camera used for the inspection shall be of color format, and specifically designed and constructed for such sewer line and drain line inspections. It shall be operative in 100% humidity and underwater conditions. Lighting for the camera shall provide minimal relative glare. Lighting and camera quality shall be suitable to allow a clear, in-focus picture of a minimum of six (6) linear feet of the entire inside periphery of the sewer or drain pipe. The camera shall have a minimum resolution capability of 350 lines. To ensure peak picture quality throughout all conditions encountered during the video survey, a variable intensity control of camera lighting and remote control adjustments for focus shall be located at the monitoring station. Focal distance shall be adjustable through a range from 6 inches to infinity.

Camera monitors shall be located within a temperature controlled studio which will allow seating for viewing by two designates of the contracting officer in addition to the Contractor's operating technician. There shall be available within the studio two or more viewing monitors operating simultaneously and have a proper size to allow all persons in the studio to have a satisfactory and

comfortable view of the video presentation. Monitors shall have a resolution capability of no less than 650 lines. Continuously displayed on the monitors as part of the video presentation shall be the date of the survey, number designation of the manhole section being surveyed, and a continuous forward and reverse read-out of the camera distances from the catch basin or manhole of reference.

Video equipment independent from the equipment used for monitoring of sewer line and drain line television inspections shall be made available to HHFDC personnel for viewing of video in the field. The video equipment may be mounted in the same truck as with the sewer line and drain line television inspection equipment, located in the Contractor's field office, or located at a nearby site approved by the Officer-in-Charge.

The audio portion of the composite signal shall be sufficiently free from electrical interference and background noise to provide complete intelligibility of the oral report. Audio reports shall be recorded by the operating technician on the video DVDs as they are being produced and shall include the location of the sewer or drain, the names or numbers of the catch basins/manholes involved, a catch basin/manhole-to-catch basin/manhole direction of travel, and a description of the conditions in the sewer line or drain line, catch basins and manholes as they are encountered.

The video recording and the monitoring equipment shall have the capability to instantly review both video and audio quality of the DVD productions at all times during the television survey. The purpose of video recording shall be to supply a permanent visual and audio record of the manhole section surveyed. Two copies of the video files on DVD shall be submitted to and become the property of HHFDC upon completion of each work order assignment.

Still photos shall be taken at the request of the Officer-in-Charge or the discretion of the operating technician to record conditions of interest during the survey.

The operating technician must be National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) certified and shall have full control of the movement of the television camera at all times. Remote control, manual winches, power winches, TV cables, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer line, drain line, catch basin and manhole conditions shall be used to move the camera. The travel speed of the camera shall be uniform and shall not exceed 20 feet per minute (fpm). Any means of propelling the camera through the sewer or drain, which exceeds a speed of 20 fpm or produces a non-uniform or jerky movement will not be acceptable. At no time shall the hose of high velocity water cleaning machine

substitute for a tow cable. Devices using elastic tow cables shall not be used. At the Contractor's discretion or at the discretion of the Officer-in-Charge, the camera shall be stopped and/or backed up to view and analyze in detail the conditions that appear unusual or uncommon to a good, sound sewer line or drain line. The operating technician shall at all times be able to move the camera through the line in either direction without loss of quality in the video presentation on the monitor or accuracy in footage measurement. The picture shall provide a clear, stable image of the resolutions specified.

The Contractor shall have available on site transmitters, which can be attached to the internal television camera and can transmit a signal from up to 16 feet in depth to an above ground receiver. Variable speed powered, remote controlled winches shall be furnished for upstream and downstream catch basin and manhole locations to control two-way movement of the camera. Footage meter for recording the location of defects shall be used.

Before DVDs and reports are turned over to the Officer-in-Charge, they shall be reviewed by a professional who has a minimum of one year documented experience in evaluating and prioritizing problems in pipe systems as a NASSCO PACP CERTIFIED evaluator.

## 5. EXECUTION

The CCTV inspection of sewer lines and drain lines shall be done in accordance with NASSCO PACP standards and performed only by NASSCO PACP personnel meeting qualification requirements as specified in TECHNICAL SPECIFICATIONS Section 5, "Qualification of Bidders".

The Contractor shall comply with all applicable traffic control requirements.

No open catch basins or manholes shall be left unattended during the Contractor's operations.

The Contractor is responsible for maintaining sewer and drain service at all times during work.

The Contractor shall be responsible for making all necessary arrangements for gaining access to work sites and catch basins and manholes in private property. In cases where manholes are hidden or buried, the Officer-in-Charge shall be notified.

Damage to private property, sewer pipes, drain pipes, catch basins, manholes and appurtenances caused by the Contractor's work shall be repaired by the Contractor at no additional cost to HHFDC.

The camera shall be moved through the pipeline in a downstream direction at a uniform rate without loss of quality in the video presentation. In no case shall the television camera be pulled at a speed greater than 20 feet per minute. The picture at all times shall be free of electrical disturbances and provide a clear and stable image of the resolution specified.

The operating technician shall stop the camera as necessary to permit proper documentation of the conditions of the sewer lines and drain lines. Camera travel shall be stopped at locations where any of the following conditions are observed: infiltration or inflow; deformed pipe, structural defects, including broken pipe, collapsed pipe, cracks, deterioration, punctures, etc.; and abnormal conditions, including horizontal and vertical misalignments, open joints, joints not fully seated, root intrusions, protruding pipes, material deposits, and other abnormal conditions.

The operating technician shall pan the camera at all laterals. If flow is being discharged from the lateral, the camera shall be focused on the lateral for a minimum of 30 seconds to help determine if the flow is steady and due to infiltration.

Accurate distance measurements shall be required. Measurement for locations of defects shall be made above ground by means of a metering device unless otherwise directed by the Officer-in-Charge. The Contractor shall mark these locations as directed by the Officer-in-Charge. Marking on cables, or the like, which would require interpolation and adjustments for depth of catch basin or manhole, will not be allowed. Accuracy of the distance meter shall be checked by use of a walking meter, roll tape, or other suitable device and the accuracy shall be satisfactory to the Officer-in-Charge. The meter shall be accurate to 1% of the total distance as determined by a walking meter, roll tape, or other suitable device.

During any video inspection, if the television camera will not pass through the entire manhole section, the Contractor shall reset the equipment at the downstream catch basin or manhole and attempt to inspect the section from the opposite direction. If the camera again fails to pass through the entire section, it shall be assumed that an obstruction exists. Efforts to televise that section of sewer line or drain line shall be temporarily suspended and the Contractor shall clean that portion of sewer line or drain line as specified in TECHNICAL SPECIFICATIONS Section 6, "Sewer Line, Drain Line, Catch Basin and Manhole Cleaning" to allow CCTV inspections to resume.

If the television camera lens becomes submerged during the inspection operation due to a sag in the pipeline, the Contractor shall record the conditions of the sag (i.e., length, maximum water depth noted) before continuing

inspection on the remainder of the manhole section. Water depth shall be noted in 5 percent increments.

If the quality of any video recording is deemed to be unacceptable by the Officer-in-Charge, the sewer line or drain line shall be re-televised at no additional cost to HHFDC.

#### **6. MEASUREMENT AND PAYMENT**

Measurement of television inspection work covered under this technical specification shall be the actual linear footage completed. Measurement shall generally be the horizontal distance from the center to center of adjacent catch basins/manholes.

Payment for CCTV inspection work for sewer lines, drain lines, catch basins and manholes, as measured above, shall be made at the respective unit prices per linear foot as provided for in the Proposal Schedule and shall include reports, documentation, video recordings, and all incidentals necessary to complete the work, and shall be full compensation for the completed work inclusive of mobilization.

**END OF SECTION 7**

## **SECTION 8            TRAFFIC CONTROL**

### **1.     DESCRIPTION**

- A.    This section shall govern furnishing, installing, maintaining and subsequently removing traffic control devices to control traffic when performing work as indicated and as specified herein. The work shall also include services from sheriffs and/or special duty police officers. The work shall conform to applicable provisions of the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), as amended, published by the Federal Highway Administration.
- B.    The Contractor shall be responsible for preparation of traffic control plans by a civil engineer licensed in the State of Hawaii. The design, implementation and associated costs for the Contractor's traffic control plans, and obtaining required approvals shall be the sole responsibility of the Contractor. No additional time will be allowed for the design and processing for approval of the Contractor's traffic control plans, unless otherwise agreed to by the Officer-in-Charge.
- C.    No work on any Right-of-Way will be allowed until traffic control plans and applicable permits covering the Project work have been approved by the appropriate government agencies.

### **2.     SUBMITTALS**

- A.    Traffic control plans: The Contractor shall be responsible for obtaining the necessary approvals for his properly designed traffic control plans. The Contractor cannot start work without approved traffic control plans. The Contractor's traffic control plans shall include the following:
  - 1)    All signs and their placement
  - 2)    All traffic movements indicated by arrows
  - 3)    Positions of sheriffs and/or special duty police officers
  - 4)    All barricades, cones, delineators, signs and their placement
  - 5)    Any other pertinent information
- B.    Schedules: The Contractor shall submit schedules in writing to the Officer-in-Charge for lane and road closures and detours in accordance with the approved traffic control plans and permits. The

submittal shall contain a brief description of the work and the time when the work is to be done and shall conform to the traffic control plans and permits. The schedules shall be submitted 10 calendar days before the date such lane and road closures and detours are scheduled to begin.

3. MATERIALS

- A. Materials shall meet all applicable Contract and regulatory agencies' requirements.

4. DETAILS

- A. All barricades, signs, cones, barriers, lights, flashing signals, and other traffic control devices shall be furnished, installed and maintained as shown on the Contractor's approved traffic control plans and in accordance with the requirements of the Contract. In the event of conflict between provisions cited therein, the more restrictive laws, rules, regulations or requirements shall apply. The technical specifications specify the minimum requirements for traffic control work for the Project.
- B. Existing regulatory and warning signs within the work zone that are in conflict with the traffic control plans shall be removed or covered. All warning signs shall be promptly removed or covered whenever the message is not applicable or not in use. All signs shall be restored upon the completion of the work or at the end of the work day.
- C. For work within public and private roadway areas and easements the Contractor shall work from 8:30 a.m. to 3:00 p.m., Monday through Friday, except holidays unless otherwise approved by appropriate City and State agencies, and HHFDC.
- D. No materials or equipment shall be stored where they will interfere with the free and safe passage of public traffic. At the end of each day's work or when work activities are suspended for any reason, the Contractor shall remove all materials, equipment and other obstructions to permit free and safe passage of public traffic.
- E. All barricades, warning signs, and other traffic control devices shall be kept in good condition throughout their usage. The Contractor shall repair, repaint, clean, or replace the barricades, signs or other devices as necessary to maintain their effectiveness and appearance or as directed by the Officer-in-Charge. The Officer-in-Charge shall be the



sole judge in determining the suitable condition of each barricade, sign, or other traffic control device.

- F. During any suspension of work, the Contractor shall provide for public traffic to pass through the work over a reasonably smooth and even surface and with as little inconvenience and delay as possible.
- G. Detours not specifically provided for on the Contractor's approved traffic control plans (for passage of public traffic) to facilitate the Contractor's operations or detours used exclusively by the Contractor for hauling materials and equipment shall be the responsibility of the Contractor and removed by the Contractor at his expense. The Officer-in-Charge will have the authority to regulate the Contractor's hauling over such detour if such hauling, in the judgment of the Officer-in-Charge, interferes with the free and safe passage of public traffic.
- H. All detours shall be approved in writing by the appropriate City and/or State agency and submitted to the Officer-in-Charge.
- I. Sheriffs and/or special duty police officers shall be provided for traffic control.
- J. This project will affect bus routes and para-transit operations, therefore, notification of the scope of work, location, proposed closure of any street, traffic lane, or bus stop, and duration of project must be made two (2) weeks prior to work by informing the Department of Transportation Services, Glenn Moir at 768-8370 or [gmoir@honolulu.gov](mailto:gmoir@honolulu.gov); and Oahu Transit Services, Inc. (Bus Operations: Art Akana at 852-6030 and para-transit operations: John Black at 454-5041).
- K. The Contractor shall give two (2) weeks advance notice to the Police Department, Fire Department, ambulance services (i.e., City, State, private), Refuse Division, and any public transit or public utility company of any work that may affect their operations, including any road closures.
- L. Two weeks prior to inspection, the Contractor shall notify residents and/or businesses adjacent to that work zone of any road closures or detours that shall be occurring.
- M. All catch basins and manholes in the sidewalk area shall be covered during non-working hours.

**5. MEASUREMENT AND PAYMENT**

The cost of the work under this technical specification shall not be paid for directly but shall be considered incidental to the prices bid for the various items in the Proposal Schedule.

**END OF SECTION 8**

## SECTION 9

## WORK ON STREETS AND ROADWAYS

The Contractor shall obtain necessary permits from the Department of Transportation Services (DTS), City and County of Honolulu and/or the Department of Transportation (DOT), Highways Division, State of Hawaii, before work on any portion of a public street or highway under the jurisdiction of the City and/or State may begin.

The Contractor shall provide, install, and maintain all necessary signs and other protective facilities, which shall conform with the "Hawaii Administration Rules Governing the Use of Traffic Control Devices at Work Sites On or Adjacent to Public Streets and Highways" adopted by the Director of Transportation, and the current U.S. Federal Highway Administration's "Manual on Uniform Traffic Control Devices for Street and Highways, Part VI Traffic Controls for Street and Highway Construction and Maintenance Operations" and the provisions of TECHNICAL SPECIFICATIONS Section 8, "Traffic Control." Payment for providing, installing, and maintaining signs and other protective facilities shall be as specified in Section 8.

Working hours shall be as specified in TECHNICAL SPECIFICATIONS Section 8, "Traffic Control".

During non-working hours, all lanes shall be opened to traffic, unless otherwise approved by DTS, DOT and the Officer-in-Charge.

During working hours, the Contractor shall hire the necessary sheriffs and/or special duty police officers to provide smooth flow of traffic as required by DTS and/or DOT. Payment for said sheriffs and/or special duty police officers shall not be paid for directly but shall be considered incidental to the prices bid for the various items in the Proposal Schedule.

Where pedestrian walkways exist, they shall be kept in passable condition or other facilities for pedestrians shall be provided. Passage between walkways at intersections shall likewise be provided. All passageways so provided shall be handicap accessible and conform to the requirements of the Americans with Disabilities Act accessibility guidelines.

The Contractor shall reference, to the approval of the DTS, the Department of Planning and Permitting (DPP), and DOT all existing traffic signs, posts and pavement markings prior to the commencement of work. The Contractor shall be responsible for all traffic signs, posts, and pavement markings disturbed by his activities. The Contractor shall notify Department of Facilities Maintenance at 484-7644 and the DPP at 768-8084 one (1) week prior to any work to be done on signs,

posts and pavement markings. For the DOT, the Contractor shall notify the Oahu District Office, Highways Division at 861-6703 one (1) week prior to any work to be done on signs, posts and pavement markings.

Driveways and other access routes to private property shall be kept open unless the owners of the property using these rights-of-ways are otherwise provided for satisfactorily and/or agree to temporary driveway or other access blockages.

The Contractor shall notify emergency personnel (i.e. the Honolulu Police Department, the Honolulu Fire Department and the ambulance services) of the work in progress and the blocking or complete closure of any street during inspection.

Normal curbside access for refuse pickup, which shall include yard waste and bulky items pickup, shall be kept where possible. If normal curbside refuse service cannot be kept, the Contractor shall make arrangements with the City Refuse Division and homeowners for an alternative refuse pickup location on the regular scheduled refuse pickup days. The Contractor shall be responsible for transporting refuse containers to the alternate refuse pickup location and returning the refuse containers to the respective homes. The Contractor shall provide the refuse containers with a suitable temporary means of identification, such as an identification tag, to ensure that the refuse containers are returned to their respective homes.

This project will affect bus routes and para-transit operations, notification of the scope of work, location, proposed closure of any street, traffic lane, or bus stop, and duration of project must be made two (2) weeks prior to work by informing the Department of Transportation Services, Glenn Moir at 768-8370 or [gmoir@honolulu.gov](mailto:gmoir@honolulu.gov); and Oahu Transit Services, Inc. (Bus Operations: Art Akana at 852-6030 and para-transit operations: John Black at 454-5041).

Existing street lighting shall remain operational during work. The Contractor shall be responsible for any damages to existing street lighting facilities and damages shall be repaired by the Contractor at his total cost.

Due to limited parking for residents and businesses in the area, vehicles and equipment that can be readily driven on streets and roadways, such as dump trucks and utility trucks, shall not be parked on roadways within the project area during non-working hours. Work materials shall also not be left within the road right-of-way during non-working hours. Roadside parking of other equipment (that cannot be readily driven on streets) during non-working hours that block sidewalks and/or encroach into the road travel way more than typical vehicles shall be approved as required by the Department of Planning and Permitting and/or DOT and/or the Officer-in-Charge. The Contractor shall provide barricades and appropriate nighttime safety equipment as required and shall be fully responsible for the

consequences of any safety hazards that are created. Contractor shall be responsible for all of its traffic control devices.

The cost of the work under this technical specification shall not be paid for directly, but shall be considered incidental to the prices bid for the various items of work in the Proposal Schedule.

#### **END OF SECTION 9**

# APPENDIX

## Years 2015 and 2016

### Holidays to be observed by the HAWAII STATE GOVERNMENT

[www.dhrd.hawaii.gov](http://www.dhrd.hawaii.gov)

Website where State Holiday Schedule posted

#### Year 2015 HAWAII STATE HOLIDAYS

<u>(Hawaii Rev. Statutes, Sec. 8-1)</u>	<u>Day Observed in 2015</u>	<u>Official Date Designated in Statute/Constitution</u>
New Year's Day	Jan. 1 Thursday	The first day in January
Dr. Martin Luther King, Jr. Day	Jan. 19 Monday	The third Monday in January
Presidents' Day	Feb. 16 Monday	The third Monday in February
Prince Jonah Kuhio Kalanianaʻole Day	Mar. 26 Thursday	The twenty-sixth day in March
Good Friday	April 3 Friday	The Friday preceding Easter Sunday
Memorial Day	May 25 Monday	The last Monday in May
King Kamehameha I Day	June 11 Thursday	The eleventh day in June
Independence Day	July 3 Friday	The fourth day in July
Statehood Day	Aug. 21 Friday	The third Friday in August
Labor Day	Sept. 7 Monday	The first Monday in September
Veterans' Day	Nov. 11 Wednesday	The eleventh day in November
Thanksgiving	Nov. 26 Thursday	The fourth Thursday in November
Christmas	Dec. 25 Friday	The twenty-fifth day in December

#### Year 2016 HAWAII STATE HOLIDAYS

<u>(Hawaii Rev. Statutes, Sec. 8-1)</u>	<u>Day Observed in 2016</u>	<u>Official Date Designated in Statute/Constitution</u>
New Year's Day	Jan. 1 Friday	The first day in January
Dr. Martin Luther King, Jr. Day	Jan. 18 Monday	The third Monday in January
Presidents' Day	Feb. 15 Monday	The third Monday in February
Prince Jonah Kuhio Kalanianaʻole Day	Mar. 25 Friday	The twenty-sixth day in March
Good Friday	Mar. 25 Friday	The Friday preceding Easter Sunday
Memorial Day	May 30 Monday	The last Monday in May
King Kamehameha I Day	June 10 Friday	The eleventh day in June
Independence Day	July 4 Monday	The fourth day in July
Statehood Day	Aug. 19 Friday	The third Friday in August
Labor Day	Sept. 5 Monday	The first Monday in September
General Election Day	Nov. 8 Tuesday	The first Tuesday in Nov. following the first
Monday of even-numbered years. ( <i>Hawaii State Constitution, Article 2 – Section 8</i> )		
Veterans' Day	Nov. 11 Friday	The eleventh day in November
Thanksgiving	Nov. 24 Thursday	The fourth Thursday in November
Christmas	Dec. 26 Monday	The twenty-fifth day in December

**FOOTNOTES:** For use solely by State government agencies. Federal government and local banking holidays may differ. For State agencies that operate on other than Monday-Friday 7:45 AM to 4:30 PM schedules, also refer to appropriate collective bargaining agreements. Created by the Department of Human Resources Development 10/1/2014; subject to change.

# ESTIMATE FOR CHANGE ORDER

(General and Subcontractor)

PROJECT: \_\_\_\_\_ DATE \_\_\_\_\_

HHFDC JOB NO. \_\_\_\_\_ CONTRACTOR \_\_\_\_\_

Ref. Bulletin No. \_\_\_\_\_ PCD No. \_\_\_\_\_ Field Order \_\_\_\_\_  
 Work Description \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## MATERIALS

Unit	Description	Unit Prices	Subtotal
_____	_____	\$ _____	\$ 0.00
_____	_____	\$ _____	\$ 0.00
_____	_____	\$ _____	\$ 0.00
_____	_____	\$ _____	\$ 0.00
_____ ea	_____	\$ _____	\$ 0.00
_____ ea	_____	\$ _____	\$ 0.00
_____	_____	\$ _____	\$ 0.00

TOTAL FOR MATERIALS..... \$ 0.00 (1)

## LABOR

Classification	Hours	Hourly Rate	Fringe	
Fringe	0	\$ _____	\$ 0.00	\$ 0.00
Fringe	0	\$ _____	\$ 0.00	\$ 0.00
Fringe	0	\$ _____	\$ 0.00	\$ 0.00
Fringe	0	\$ _____	\$ 0.00	\$ 0.00
Fringe	0	\$ _____	\$ 0.00	\$ 0.00
Fringe	0	\$ _____	\$ 0.00	\$ 0.00

SUBTOTAL FOR LABOR ..... \$ 0.00 (2) \$ 0.00 (3)

TOTAL FOR LABOR (Fringes & Wages) (2) + (3) ..... \$ 0.00 (4)

SUBTOTAL (MATERIALS & LABOR) (1) + (4) ..... \$ 0.00 (5)

Overhead & Profit (15%) of (5)..... \$ 0.00 (6)

Insurance & Taxes ( \_\_\_\_\_ % ) of (3) (see Note A)..... \$ 0.00 (7)

TOTAL (MATERIALS & LABOR) (5)+(6)+(7) ..... \$ 0.00 (8)



# ESTIMATE FOR CHANGE ORDER

(General and Subcontractor)

## EQUIPMENT

Type or Class	Hours	Hourly Rate
		\$
		\$
		\$
		\$
		\$
		\$
		\$

\$ 0.00  
\$ 0.00  
\$ 0.00  
\$ 0.00  
\$ 0.00  
\$ 0.00  
\$ 0.00

TOTAL FOR EQUIPMENT .....

\$ 0.00 (9)

## SUBCONTRACTORS

Name

\$  
\$  
\$  
\$  
\$  
\$  
\$

SUBTOTAL FOR SUBCONTRACTORS .....

\$ 0.00 (10)

Overhead & Profit 7% of (10) .....

\$ 0.00 (11)

TOTAL FOR SUBCONTRACTORS (10)+(11) .....

\$ 0.00 (12)

TOTAL (MATERIAL, LABOR, EQUIPMENT & SUBCONTRACTORS) (8)+(9)+(12) .....

\$ 0.00 (13)

Bond Fee (            %) of (13) if applicable (see Note B) .....

\$ 0.00 (14)

General Excise Tax 4% on (13) .....

\$ 0.00 (15)

TOTAL FOR CHANGE ORDER (13)+(14)+(15) .....

\$ 0.00 (16)

Notes: A Contractor to enter insurance & tax rate and submit proof of such  
B Contractor to enter bond rate and submit proof of such

**HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION**  
677 QUEEN STREET, SUITE 300  
HONOLULU, HAWAII 96813

**FIELD ORDER**

TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTN:

\_\_\_\_\_

DATE:

FIELD ORDER NO.:

PROJECT:

HHFDC JOB NO.:

HHFDC CONTRACT NO.:

Work shall be performed in accordance with this FIELD ORDER and applicable provisions of the Contract Documents. To expedite the Work and avoid delays, proceed with this work promptly.

DESCRIPTION OF WORK TO BE PERFORMED OR DELETED:

ATTACHMENTS:

**CONDITIONS AND TERMS:**

- ☐ Work is considered a MINOR CHANGE and shall be performed at no additional cost or time to the HHFDC.  
☐ Provide a cost proposal for the work. Submit the proposal in accordance with the General Conditions.  
☐ Perform the Work under the Force Account Provisions of the General Conditions.  
☐ Work is subject to an adjustment to contract price and / or contract time as follows:

<input type="checkbox"/> Fixed	<input type="checkbox"/> Estimate	<input type="checkbox"/> Maximum*	Change in Contract Sum. Add \$	_____
<input type="checkbox"/> Fixed	<input type="checkbox"/> Estimate	<input type="checkbox"/> Maximum*	Change in Contract Time. Add	_____ Working / Calendar Days

\*Not to exceed cost and/or time that may be reduced after review and cost analysis of change proposals by the Hawaii Housing Finance and Development Corporation (HHFDC).

ISSUED BY:

RECEIVED:

\_\_\_\_\_  
Executive Director  
Hawaii Housing Finance and Development  
Corporation

Date

\_\_\_\_\_  
Contractor's  
Authorized Representative

Date

Copy: File Budget Inspector Contractor Consultant



STATE OF HAWAII

**SUPPLEMENTAL CONTRACT NO. \_\_\_\_  
TO CONTRACT \_\_\_\_\_**

*(Insert contract number or other identifying information)*

This Supplemental Contract No. \_\_\_\_\_, executed on the respective dates indicated below, is effective as of \_\_\_\_\_, between the  
Hawaii Housing Finance and Development Corporation, \_\_\_\_\_, State of Hawaii  
*(Insert name of state department, agency, board or commission)*  
("STATE"), by its Executive Director

*(Insert title of state officer executing contract)*

(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is \_\_\_\_\_, and

a \_\_\_\_\_ ("CONTRACTOR"),

*(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the CONTRACTOR)*

under the laws of the State of \_\_\_\_\_, whose business address and federal and state taxpayer identification numbers are as follows: \_\_\_\_\_

**RECITALS**

A. WHEREAS, the STATE and the CONTRACTOR entered into Contract

*(Insert contract number or other identifying information)*

dated \_\_\_\_\_, \_\_\_\_\_, which was amended by Supplemental Contract No(s). \_\_\_\_\_  
dated \_\_\_\_\_, \_\_\_\_\_, which was amended by Supplemental Contract No(s). \_\_\_\_\_  
dated \_\_\_\_\_, \_\_\_\_\_, which was amended by Supplemental Contract No(s). \_\_\_\_\_  
dated \_\_\_\_\_, \_\_\_\_\_ (hereafter collectively referred to as "Contract"), whereby the  
CONTRACTOR agreed to provide the goods or services, or both, described in the Contract; and

B. WHEREAS, the parties now desire to amend the Contract.

NOW, THEREFORE, the STATE and the CONTRACTOR mutually agree to amend the Contract as follows: (Check Applicable box(es))

- ☐ Amend the SCOPE OF SERVICES according to the terms set forth in Attachment-S1, which is made a part of the Contract.
- ☐ Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment-S2, which is made a part of the Contract.
- ☐ Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment-S3, which is made a part of the Contract.
- ☐ Amend the SPECIAL CONDITIONS according to the terms set forth in Attachment-S6 SUPPLEMENTAL SPECIAL CONDITIONS, which is made a part of the Contract.
- ☐ Recognize the CONTRACTOR'S change of name.

FROM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

herein.

As set forth in the documents attached hereto as Exhibit \_\_\_\_\_, and incorporated

A tax clearance certificate from the State of Hawaii ☐ is ☐ is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

A tax clearance certificate from the Internal Revenue Service ☐ is ☐ is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

The entire Contract, as amended herein, shall remain in full force and effect.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

### STATE

(Signature)

(Print Name)

(Print Title)

(Date)

### CONTRACTOR

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

(Date)

### APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Attorney General

\* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.

# HHFDC Payment Progress Schedule "BREAKDOWN"

Payment Request No:

(A)	(B)	(C)	(D)	(C) x (D)	(E) x 5%	(E) - (F)	Prior (G)	(G) - (I)
Description of Work	Account Number	Contract Amount	Percent Complete	Amount Earned to Date	Retention	Net Amount Earned	Previous Payments Received	Amount Due
Roads/Parking Areas	1450	236,000.00	0.00%	0.00	0.00	0.00	0.00	0.00
Concrete Walkways	1450	175,000.00	60.00%	105,000.00	5,250.00	99,750.00	83,125.00	16,625.00
Exterior Stairs/Steps	1450	75,000.00	50.00%	37,500.00	1,875.00	35,625.00	21,375.00	14,250.00
Fencing/Retaining Walls	1450	125,000.00	25.00%	31,250.00	1,562.50	29,687.50	29,687.50	0.00
Ground Work	1450	225,000.00	75.00%	168,750.00	8,437.50	160,312.50	149,625.00	10,687.50
Onsite Infrastructure	1450	200,000.00	65.00%	130,000.00	6,500.00	123,500.00	76,000.00	47,500.00
Electrical Distribution Systems	1450	250,000.00	50.00%	125,000.00	6,250.00	118,750.00	47,500.00	71,250.00
Site Lighting	1450	50,000.00	15.00%	7,500.00	375.00	7,125.00	7,125.00	0.00
Landscaping	1450	115,000.00	0.00%	0.00	0.00	0.00	0.00	0.00
Miscellaneous Site Work	1450	275,000.00	75.00%	206,250.00	10,312.50	195,937.50	182,875.00	13,062.50
Roofing	1460	434,000.00	70.00%	303,800.00	15,190.00	288,610.00	247,380.00	41,230.00
Heat/Cooling Systems	1460	20,000.00	80.00%	16,000.00	800.00	15,200.00	15,200.00	0.00
Exterior Structural Work	1460	25,000.00	66.80%	16,700.00	835.00	15,865.00	15,859.72	5.28
a. Conc Spall Repair	1460	25,000.00	62.00%	15,500.00	775.00	14,725.00	1,570.14	13,154.86
Waterproofing/Coating	1460	237,000.00	100.00%	237,000.00	11,850.00	225,150.00	225,150.00	0.00
Walkways/Lanais	1460	75,000.00	70.00%	52,500.00	2,625.00	49,875.00	17,812.50	32,062.50
Exterior Stairs	1460	80,000.00	50.00%	40,000.00	2,000.00	38,000.00	28,500.00	9,500.00
a. Conc Crack Repair	1460	20,000.00	0.70%	140.00	7.00	133.00	128.25	4.75
Electrical Systems	1460	367,450.00	55.00%	202,097.50	10,104.88	191,992.62	190,000.00	1,992.62
a. Install Metal Raceways	1460	18,750.00	40.00%	7,500.00	375.00	7,125.00	0.00	7,125.00
b. Install Copper Wires	1460	13,800.00	40.00%	5,520.00	276.00	5,244.00	0.00	5,244.00
Resident Protection	1460	24,000.00	100.00%	24,000.00	1,200.00	22,800.00	22,800.00	0.00
Mechanical System	1460	730,000.00	85.00%	620,500.00	31,025.00	589,475.00	554,800.00	34,675.00
Termite Control	1460	3,000.00	100.00%	3,000.00	150.00	2,850.00	2,850.00	0.00
Doors	1460	57,000.00	40.00%	22,800.00	1,140.00	21,660.00	21,660.00	0.00
Windows	1460	98,000.00	80.00%	78,400.00	3,920.00	74,480.00	46,550.00	27,930.00
Accessibility Work	1460	25,000.00	60.00%	15,000.00	750.00	14,250.00	9,500.00	4,750.00
Building Miscellaneous	1460	315,868.00	50.00%	157,934.00	7,896.70	150,037.30	150,037.30	0.00
Kitchen Work	1460	525,000.00	35.00%	183,750.00	9,187.50	174,562.50	124,687.50	49,875.00
Interior Stairs	1460	5,000.00	10.00%	500.00	25.00	475.00	0.00	475.00
Flooring	1460	100,000.00	44.00%	44,000.00	2,200.00	41,800.00	41,800.00	0.00
Bathroom Work	1460	295,625.00	35.00%	103,468.75	5,173.44	98,295.31	98,295.31	0.00
a. Patch opening to tub drain	1460	4,375.00	0.00%	0.00	0.00	0.00	0.00	0.00
Hazardous Material Abatement	1460	100,000.00	100.00%	100,000.00	5,000.00	95,000.00	95,000.00	0.00
Appliances	1465	2,000.00	20.00%	400.00	20.00	380.00	0.00	380.00
SUBTOTAL		5,326,868.00	57.48%	3,061,760.25	153,088.01	2,908,672.24	2,506,893.22	401,779.01
Change Orders								
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(I)	(J)
Description of Work	Account Number	Contract Amount	Percent Complete	Amount Earned to Date	Retention	Net Amount Earned	Previous Payments Received	Amount Due
CO #1-Electrical Distr. Sys.	1450	5,000.00	20.00%	1,000.00	50.00	950.00	0.00	950.00
CO #1-Electrical Systems	1460	15,000.00	0.00%	0.00	0.00	0.00	0.00	0.00
CO #2-Kitchen Work	1460	3,000.00	75.00%	2,250.00	112.50	2,137.50	0.00	2,137.50
CO #		0.00	0.00%	0.00	0.00	0.00	0.00	0.00
CO #		0.00	0.00%	0.00	0.00	0.00	0.00	0.00
CO #		0.00	0.00%	0.00	0.00	0.00	0.00	0.00
TOTAL		23,000.00	14.13%	3,250.00	162.50	3,087.50	0.00	3,087.50

1450	1,731,000.00	46.92%	812,250.00	40,612.50	771,637.50	597,312.50	174,325.00
1460	3,616,868.00	62.27%	2,252,360.25	112,618.02	2,139,742.23	1,909,580.72	230,161.51
1465	2,000.00	20.00%	400.00	20.00	380.00	0.00	380.00
TOTAL	5,349,868.00	57.29%	3,065,010.25	153,250.52	2,911,759.73	2,506,893.22	404,866.51

CONTRACTOR'S CERTIFICATION OF PAYMENT

I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements;
- (3) Any money paid to the prime contractor from previous payments have been dispersed to subcontractors and suppliers within ten (10) days after receipt of the money, in accordance with the terms of the subcontract agreements;
- (4) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

[ 103-10.5: H.R.S. - Prompt Payment and HUD-5370, General Conditions, Item 27 ]

**\*\* NOTE: This form shall be submitted with each and every payment request.**

Company Name \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_ Payment Request No. \_\_\_\_\_

HHFDC Job # \_\_\_\_\_ Contract # \_\_\_\_\_

Job Title: \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT**  
(Reference §3-122-112, HAR)

**Reference:** \_\_\_\_\_  
(Contract Number) \_\_\_\_\_  
(IFB/RFP Number)

\_\_\_\_\_ (Company Name) affirms it is in compliance with all laws, as applicable, governing doing business in the State of Hawaii to include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker's Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

**maintains a "Certificate of Good Standing" from the Department of Commerce and Consumer Affairs, Business Registration Division.**

Moreover, \_\_\_\_\_  
(Company Name)  
acknowledges that making a false statement shall cause its suspension and may cause its  
debarment from future awards of contracts.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_